Terms and Conditions
BUY AND SELL SERVICES ON BEHALF OF A THIRD PARTY
Ibex Cleartech, S.A. - Guatemala
Last updated: July 7, 2026 - Version: 1.3 - Bilingual (ES / EN)

"**THIS AGREEMENT INCLUDES AN ARBITRATION AGREEMENT**"

These Terms and Conditions (hereinafter, the "**Terms**") govern access to and use of the buy-and-sell service for Virtual Assets provided on behalf of a third party by **IBEX Cleartech, Sociedad Anónima,** an entity holding Tax Identification Number (NIT) tOne hundred twenty million, four hundred fifty-three thousand, nine hundred twenty-four (120453924), with its registered domicile in the municipality and department of Guatemala (hereinafter, "**IBEX**"), for the benefit of the natural or legal person requesting and using such service (hereinafter, the "**Client**"). Hereinafter, IBEX and the Client shall be jointly referred to as the "Parties" and individually as a "Party".

> ***BY ACCEPTING THESE TERMS BY CHECKING THE ACCEPTANCE BOX ENABLED BY IBEX OR BY MEANS OF A SIMPLE ELECTRONIC SIGNATURE, THE CLIENT REPRESENTS THAT IT HAS READ, UNDERSTOOD, AND FULLY ACCEPTED THE CLAUSES SET FORTH BELOW, WHICH SHALL HAVE FULL VALIDITY, EFFECTIVENESS, AND BINDING FORCE BETWEEN THE PARTIES.***
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> ***The effective provision of the services governed by this Agreement is subject to the satisfactory and continuous completion of the due diligence processes (KYC/KYB) and to the express approval of IBEX's Compliance Department. Such processes constitute a suspensive condition for the commencement of the provision of services and, simultaneously, a resolutory condition entitling IBEX to suspend or terminate the service in the event of a subsequent breach. The Client represents that it has read and understood Clause 8, which fully governs the effects, scope, and consequences of such condition.***

The Client represents that it has full legal capacity to accept and bind itself under the terms set forth herein and, in the case of legal entities, that the person accepting these Terms on its behalf is duly authorized to do so.

1. DEFINITIONS

For purposes of these Terms, all definitions that appear with an initial capital letter in these Terms and their annexes are deemed incorporated by reference, and shall apply to both the singular and plural forms:

1.1. **GTQ:** Refers to the Quetzal which, pursuant to the Monetary Law (Decree 17-2002), is the sole legal tender in Guatemala, and accordingly Virtual Assets do not constitute currency, foreign exchange, or a mandatorily accepted means of payment.
1.2. **$USD**: Means the dollar of the United States of America.
1.3. **USDC**: A type of digital asset designed by *Circle Internet Financial, LLC*. to minimize the volatility of its price and which is pegged to the U.S. dollar.
1.4. **USDT**: A type of digital asset designed by *Tether* to minimize the volatility of its price and which is pegged to the U.S. dollar.

1.5. **Virtual Assets**: Any digital representation of value that is not issued or guaranteed by a central bank or public authority, that does not constitute legal tender in the Republic of Guatemala, but that can be electronically transferred, stored, or traded, and that uses distributed ledger technology (*Distributed Ledger Technology*) or any other similar technology to ensure the integrity and traceability of transactions.

1.6. **Client's Wallet**: The digital wallet identified in the Corresponding Registration Form, owned by the Client, whether of the hardware, software, or custodial type, or held at an Exchange where the Client has an account, which the Client expressly designates to transfer Virtual Assets to IBEX under these Terms.

1.7. **Bitcoin**: Refers to the Virtual Asset that operates on the network of the Bitcoin Protocol. For purposes of these Terms, "bitcoin," in lower case, refers exclusively to the cryptocurrency that constitutes the virtual asset that is the subject of purchase and sale.

1.8. **Client's Bank Account**: The bank account in the Client's name, identified in the Corresponding Registration Form, which the Client expressly authorizes for carrying out the operations contemplated in these Terms, including, without limitation, the receipt of funds resulting from operations carried out by IBEX, as well as the provision of funds for the acquisition of Virtual Assets.

1.9. **Personal Data**: Has the meaning assigned to it in Clause 15.

1.10. **Business Day**: Any day of the year that is not a Saturday, Sunday, or other day on which banks or government entities are authorized or required to close in Guatemala or in the United States of America. The terms and obligations under these Terms and their Annexes shall be understood to run only on Business Days and within business hours in Guatemala, which, for purposes of these Terms, comprise 08:30 to 17:30 hours (CST, GMT-6).

1.11. **Material Adverse Effect**: Any act, fact, or omission that, in the reasonable opinion of either Party, affects or could significantly and adversely affect: (i) the business, assets, operations, or financial or other condition of the other Party; and/or (ii) the ability of the other Party to perform any of its obligations under the Terms; and/or (iii) any change of control of the other Party that could impact its financial or operational stability or the performance of its contractual obligations.

1.12. **Events of Default**: Has the meaning assigned to it in Clause 9.

1.13. **Corresponding Registration Form**: The form, questionnaire, or set of information fields made available to the Client by IBEX through the platform or technological tool used by IBEX, from time to time, to carry out the registration (*onboarding*) and due diligence (KYC/KYB) processes, as well as any subsequent updates, supplements, or annexes thereto. In the Corresponding Registration Form, the Client must provide, at a minimum, its identification and contact information, the information for the Client's Bank Account, the Client's Wallet, the designation of the Authorized Person(s), and any other information required by IBEX pursuant to its internal policies, its due diligence processes, and applicable regulations. Any change in the platform or technological tool used by IBEX shall not affect the validity or effectiveness of information previously provided by the Client, nor of these Terms.

1.14. **Order Request**: The Client's express instruction, given through an Authorized Person, for IBEX to carry out, in its own name but on behalf of the Client, a purchase or sale transaction of Virtual Assets, in accordance with Clause 6.

1.15. **Cure Period**: The period established for Events of Default, within which such events may be cured.

1.16. **Authorized Person**: Has the meaning assigned to it in Clause 5. In the case of natural persons, the Client itself acts as the Authorized Person by default, unless an additional designation is made.

1.17. **Accepted Networks**: The networks based on distributed ledger technology that IBEX recognizes and accepts for the provision of the Services. The current list of Accepted Networks shall be that made available to the Client by IBEX through the platform, website, or communication channels enabled by IBEX for such purpose, and may be updated, expanded, or restricted at any time by the mere publication or communication of the updated version, without such modification being deemed a modification of these Terms. It is the Client's sole responsibility to verify the current list of Accepted Networks prior to carrying out any transaction. Any network other than those contemplated in the current list shall be deemed excluded and shall not be accepted by IBEX for the performance of the Services. IBEX shall bear no responsibility for the loss, unrecoverability, or unavailability of Virtual Assets sent through networks not contemplated as Accepted Networks, or sent to addresses incompatible with the selected Accepted Network.

1.18. **Order Summary**: The final and binding document confirming the details of the purchase or sale transaction requested by the Client.

1.19. **Service**: Has the meaning assigned to it in Clause 2.

2. PURPOSE AND NATURE OF THE SERVICE

2.1. **Purpose**. These Terms are intended to govern the conditions under which IBEX will provide the Client, on a third-party basis, with the purchase and sale service for Virtual Assets (the "Service"). Accordingly, THE CLIENT agrees that IBEX shall carry out, on the Client's behalf, the commercial transactions or dealings related to the purchase and sale of Virtual Assets, in accordance with the Order Request sent by the Client to IBEX for that purpose.

The availability of the Service is subject to the Business Days set forth herein. IBEX may extend or restrict such hours, which shall be communicated by email or any other means of communication regularly used by the Parties. Any change in the hours of availability shall be communicated by IBEX to the Client.

2.2. **Nature**. IBEX shall act in its own name, but on behalf of the Client, in the purchase, sale, acquisition, negotiation, or transfer of Virtual Assets, using the funds or Virtual Assets transferred to IBEX for that purpose. IBEX shall follow the Client's instructions contained in the Order Request, ensuring the protection and defense of the Client's interests and business in the transactions it carries out. IBEX shall be deemed instructed by this act to carry out the transactions indicated by the Client, at its discretion and good judgment, provided they are not prohibited by law. IBEX may engage any local or foreign Liquidity Provider, without being bound to any of them by relationships of collaboration, dependency, or representation, provided that it complies with the Client's instructions. IBEX must ensure the good standing of the Liquidity Provider and verify that there are no legal violations, claims, or suspicions of illicit business. Under no circumstances shall it be understood that IBEX replaces or takes the place of the chosen Liquidity Provider. It shall at all times be understood that IBEX does not generate, issue, sell, distribute, or otherwise carry out, on its own account, any other act with Virtual Assets. IBEX is limited to complying with the Client's instructions contained in the Order Request and to ensuring that they are executed in accordance with these Terms, generating a commission for the performance of such services. IBEX may carry out related or complementary transactions, or any others necessary or convenient for the proper provision of the service, provided they are not prohibited by law.

3. INHERENT RISK OF THE SERVICES

The Client acknowledges and accepts that the Services inherently entail the risk arising from the volatility in the price of the Virtual Assets and/or currencies involved. Accordingly, the market exchange rate may differ from the anticipated trend and generate variations from the conditions initially agreed upon.

Transactions involving Virtual Assets entail inherent risks and are not suitable for all users. Accordingly, it is the Client's obligation to carefully assess its financial situation, level of experience, and risk tolerance, as well as to become adequately informed about the risks associated with any activity involving Virtual Assets, including, among others, the purchase, sale, exchange, transfer, custody, or operation of cryptocurrencies and related products.

The information provided by IBEX is for informational purposes only and constitutes general market commentary. Such information does not constitute, and should not be construed as, investment advice, financial advice, tax advice, legal advice, a commercial recommendation, or an offer or solicitation to buy, sell, or hold Virtual Assets.

IBEX reserves the right to modify or withdraw any unconfirmed quote when the market price varies to the serious detriment of IBEX, and must notify the Client through a direct and timely means of communication.

4. LIMITATION OF LIABILITY

4.1. **Excluded damages.** Under no circumstances shall IBEX be liable to the Client, its Authorized Persons, affiliates, successors, or assigns, for indirect, incidental, special, punitive, or consequential damages of any kind, including, without limitation: (i) lost profits or loss of business opportunities; (ii) loss of income, expected earnings, or profits; (iii) loss or corruption of data or information; (iv) damage to reputation or business image; (v) interruption of the Client's business activities; and (vi) any other damage that does not arise directly, immediately, and exclusively from a proven contractual breach by IBEX. This exclusion applies regardless of whether IBEX has been advised of the possibility of such damages and regardless of the legal basis of the claim (contractual, non-contractual, strict, or of any other nature).

4.2. **Maximum liability cap.** Without prejudice to the provisions of the preceding paragraph, and except for the exceptions set forth in paragraph 4.4 of this Clause, IBEX's total aggregate liability arising out of or related to these Terms —considering all claims accumulated during its term— shall be limited to an amount equal to the commissions actually charged by IBEX to the Client during the six (6) calendar months immediately preceding the event giving rise to the claim. Under no circumstances shall IBEX's aggregate liability exceed such amount.

4.3. **Cases in which IBEX shall not be liable.** The Client expressly acknowledges and agrees that IBEX shall not assume any liability for damages, losses, or harm arising from:

- **4.3.a.** the volatility or fluctuations in the exchange rate of Virtual Assets, as well as any other market risk;
- **4.3.b.** errors in the information provided by the Client, including, without limitation, incorrect, inaccurate, or outdated Client Wallet addresses, Client Bank Account details, or identification information;
- **4.3.c.** failures, congestion, delays, costs, (*forks*), chain reorganizations, consensus attacks, or any other event attributable to the Accepted Networks or to the distributed ledger technology infrastructure;
- **4.3.d.** acts, omissions, insolvency, or breaches by third parties, including, without limitation, financial institutions, *exchanges*, custodians, liquidity providers, and providers of technology, infrastructure, software, communications, data processing, verification,

analytics, security, authentication, documentation, or any other external service used directly or indirectly in connection with the provision, support, compliance, operation or performance of the Services, provided that such circumstances are not directly and exclusively attributable to IBEX's willful misconduct or gross negligences;

4.3.e. regulatory changes, suspensions, restrictions, embargoes, freezes, or any decision issued by competent authorities in Guatemala or in any other jurisdiction;

4.3.f. technical interruptions, technological failures, cyberattacks, security breaches, or IT incidents that are not directly and exclusively attributable to IBEX;

4.3.g. investment, financial, accounting, or tax decisions made by the Client, as well as the tax consequences of the transactions governed by these Terms, which shall be the Client's sole responsibility; and

4.3.h. any event covered by the Force Majeure or Act of God clause.

4.4. **Exceptions to the maximum cap.** The maximum liability cap set forth in paragraph 4.2 of this Clause shall not apply to: (i) direct damages caused by IBEX's duly proven willful misconduct or gross negligence; (ii) breach of the confidentiality obligations set forth in these Terms; (iii) indemnification obligations expressly assumed by IBEX under these Terms; and (iv) any liability which, under applicable Guatemalan law, cannot be validly limited or excluded.

4.5. **Time limit to file a claim.** Any claim arising out of or related to these Terms must be notified in writing to IBEX, pursuant to Clause 28 (Notices), within a maximum period of one (1) year from the date on which the Client became aware, or should reasonably have become aware, of the event giving rise to the claim. Once such period has elapsed without the claim having been notified, the claim shall be deemed time-barred and the Client expressly waives the right to assert it.

4.6. **Essential element.** The limitations and exclusions of liability set forth in this Clause constitute an essential and determining element of the contractual relationship between the Parties, and were taken into account in setting the consideration and commissions applicable to the Service. The Parties expressly acknowledge that, without these limitations, these Terms would not have been entered into on the terms agreed herein.

4.7. IBEX shall follow the Client's instructions in carrying out the purchase and sale transactions of Virtual Assets in accordance with the Order Request; if it complies with such instructions, it shall be released from liability. However, IBEX must answer to the Client if the Order Request is not fulfilled, or is fulfilled incompletely or differently than requested, in which case its liability shall be limited pursuant to this Clause and Clause 11.

5. GENERAL PROVISIONS OF THE SERVICE

5.1. IBEX shall only accept Order Requests from persons previously designated and registered by the Client as Authorized Persons ("Authorized Persons"). The Client must designate at least one Authorized Person for carrying out the transactions governed by these Terms. The list of Authorized Persons shall be recorded in the Corresponding Registration Form. The registry of Authorized Persons may be updated by the Client at any time, and any such update must be notified to IBEX pursuant to Clause 28 of these Terms (Notices).

5.2. The Client may only place Order Requests for the Virtual Assets covered by these Terms. The availability of Virtual Assets for purchase and sale through IBEX must be confirmed prior to carrying out any transaction. IBEX RESERVES THE RIGHT, AT ANY TIME AND FOR REASONS OF INTERNAL POLICY, REGULATORY REQUIREMENTS, OR MARKET CONDITIONS, TO UPDATE, LIMIT, OR WITHDRAW CERTAIN VIRTUAL ASSETS FROM ITS OPERATIONS. Any change in the offering of

Virtual Assets shall be promptly communicated to the Client through a direct means of communication.

5.3. **IBEX states that it will not, under any circumstances, accept cash deposits for the performance of the services agreed to under these Terms. If the Client makes any cash deposit into the accounts provided by IBEX for carrying out transactions, IBEX shall return the deposited amount to the Client, less two percent (2%) of such amount as administrative costs.**

5.4. Either Party may cancel an Order Request provided the Order Summary has not yet been issued. Likewise, **the Client may cancel an Order Request while the funds or digital assets are in IBEX's bank accounts or digital wallets, respectively, agreeing that IBEX shall return the funds or digital assets less two percent (2%) as an administrative cost.**

6. VIRTUAL ASSET PURCHASE AND SALE PROCESS

The purchase and sale process shall be carried out under an orderly procedure involving a series of steps to be followed for eventual settlement. The provision of the Service shall be deemed to commence only when the Client issues an Order Request, understood as the express instruction to carry out a transaction through the Accepted Networks. The Order Request may be issued directly or following a prior request for a quote, in accordance with the following process:

6.1. WHEN THE CLIENT REQUIRES A QUOTE

6.1.a. Quote Request. The Client, through an Authorized Person, may request a quote from IBEX to carry out a transaction, whether from USD to Virtual Assets or from Virtual Assets to USD. To request a quote, the Client must clearly and completely provide, at a minimum, the following information: (1) the type of transaction it wishes to carry out (e.g., USD to bitcoin, bitcoin to USD, or another purchase or sale authorized by IBEX); (2) the exact amount to be converted; (3) the destination Virtual Asset; (4) any other additional information IBEX deems necessary for the proper execution of the transaction. Such request shall be made through the channels enabled by IBEX, which may include digital platforms, mobile applications, email, or other means previously accepted by IBEX.

6.1.b. Issuance of the Quote. When the Client expressly requests a quote, IBEX shall issue it, including the applicable margins and commissions. The quote shall be valid for a maximum of fifteen (15) seconds from the time it is sent. Once such period has elapsed without express acceptance by the Client, the quote shall automatically lapse.

6.1.c. In the specific case of USDT and USDC, in addition to the validity period indicated above, IBEX shall apply a maximum adjustment of up to ten basis points (0.10%) on the market price in order to bring its value closer to one (1) United States dollar. If such adjustment is not sufficient to reflect a value on par with the dollar, the difference shall be borne entirely by the Client, without any liability arising for IBEX as a result.

6.2. WHEN THE CLIENT DOES NOT REQUIRE A PRIOR QUOTE

6.2.a. The transaction shall be subject to confirmation of the transfer of funds by IBEX's bank, or to receipt of the corresponding Transaction ID evidencing the sending of the Virtual Assets.

6.2.b. IBEX shall not guarantee a specific exchange rate in this scenario, and the exchange rate in effect at the time the transaction is carried out shall apply.

6.3. **Receipt of Funds and Issuance of the Order Summary.** In both cases set forth in Clauses 6.1 and 6.2, **IBEX shall have no obligation whatsoever to perform the Services until it receives the**

Client's funds in the designated accounts. Once the transaction has been carried out, IBEX shall issue an Order Summary specifying the amount received, the rate applied, the applicable charges, and the final result of the transaction. Such Order Summary shall be sent electronically to the Client and shall constitute the final confirmation of the transaction. The quote issued by IBEX, as well as the Transaction ID communicated by the Client, shall have a preliminary and informational nature only. The only document that is binding with respect to the Services is the Order Summary issued by IBEX, which shall constitute the final and binding confirmation of the requested transaction.

6.4. **Settlement of the Transaction.** Once the Order Summary has been issued, IBEX shall proceed to settle the transaction within a maximum period of two (2) Business Days, counted from confirmation of the crediting of the funds. Settlement of the transaction shall be carried out by delivering to the Client the funds resulting from the purchase or sale (in USD or in Virtual Assets, as applicable), to the Client's Bank Account or the Client's Wallet.

6.5. **Deduction of fees.** From the total amount received in USD, GTQ or in Virtual Assets, IBEX shall deduct the applicable fees, with such deduction reflected in the Order Summary delivered to the Client.

In addition, the Client acknowledges that the price of each purchase or sale transaction shall be the price actually obtained by IBEX in the market, for the account and on behalf of the Client, at the time of execution; such price constitutes an element separate and independent from the fee, which constitutes IBEX's sole consideration for its services.

The Client acknowledges that fees and other applicable charges may vary by client, transaction type, volume, market conditions and agreed commercial terms. The commission applicable to each transaction will be disclosed to the Client in the quote, Order Summary or specific agreement prior to execution.

IBEX shall not be responsible for any costs associated with network fees incurred in connection with the transfer or delivery of the Client's Virtual Assets. Once the transfer of funds to the Client has been completed, IBEX shall notify the Client of the conclusion of the purchase or sale process.

7. REPRESENTATIONS AND WARRANTIES

7.1. **IBEX's Representations.** IBEX represents and warrants to the Client that:

- **7.1.a.** It is a duly organized entity and is authorized to carry out its corporate purpose and, in particular, to enter into and perform the transactions covered by these Terms, in accordance with applicable law and its bylaws.
- **7.1.b.** The person accepting these Terms on IBEX's behalf is duly authorized to do so in accordance with applicable law and its bylaws.
- **7.1.c.** These Terms and the transactions entered into or to be entered into under them do not violate any applicable legal, contractual, authorization, license, judgment, award, or other requirement of any nature applicable to it.
- **7.1.d.** To its knowledge, having acted diligently, there are no pending proceedings before any judicial or administrative authority or arbitral tribunal that could have a Material Adverse Effect on the validity or effectiveness of these Terms, or on its ability to perform the obligations contained herein.
- **7.1.e.** All information provided during the course of the negotiation, execution, performance, and compliance with these Terms is true and verifiable in all material respects.

7.1.f. It shall use its best efforts to provide the Services in accordance with the best practices and standards prevailing in the financial and regulatory markets, ensuring security, transparency, and legality in all of its processes.

7.2. Client's Representations. By accepting these Terms, the Client represents and warrants to IBEX that:

7.2.a. It is a natural or legal person with full legal capacity and, in the case of legal entities, is a duly organized entity and is authorized to carry out its corporate purpose and, in particular, to enter into and perform the transactions covered by these Terms, in accordance with the law and its bylaws.

7.2.b. The person accepting these Terms is duly authorized to do so in accordance with the law and, as applicable, the bylaws of the legal entity it represents.

7.2.c. For carrying out transactions, it has acted or will act through Authorized Persons, designated in the corresponding registration form, who have the legal capacity to confirm transactions, regardless of the type and amount of the transaction. Accordingly, the Client releases IBEX from any liability relating to the capacity of the Authorized Person representing it, and/or the validity of transactions as a result of the capacity of the Authorized Person.

7.2.d. It is the legitimate, sole, and exclusive holder of the Bank Account to be used in connection with the transactions governed by these Terms, and such account is not held in the name of third parties nor subject to restrictions limiting its use.

7.2.e. It is the legitimate, sole, and exclusive holder of the Client's Wallets used in connection with the transactions, and such wallets are not held, controlled, or disposed of by third parties other than the Client.

7.2.f. The Client represents, at the time of registration, that it is the sole holder and ultimate beneficial owner of the bank accounts and crypto-asset wallets identified in the registration form or subsequently communicated to IBEX through the enabled channels. The Client undertakes to keep such information up to date.

7.2.g. These Terms and the transactions authorized or to be authorized under them do not violate any applicable legal, contractual, authorization, license, judgment, award, or other requirement of any nature applicable to it.

7.2.h. To its knowledge, having acted diligently, there are no pending proceedings before any judicial or administrative authority or arbitration tribunal that could have a Material Adverse Effect on the validity or effectiveness of any of the provisions of these Terms, or on its ability to perform the obligations contained herein.

7.2.i. All information provided during the course of the negotiation, execution, performance, and compliance with these Terms is true and verifiable in all material respects. It further undertakes to provide the correct and accurate information necessary to carry out the transaction, including the correct details of the Client's Wallet; accordingly, it shall be the Client's sole and entire responsibility to provide incorrect or inaccurate information that results in a failed transaction, and it shall remain obligated to pay the corresponding price and commissions.

7.2.j. It knows and understands the legal nature, characteristics, and inherent risks of the transactions, acts on its own initiative and account, and has reviewed, on its own or through its own legal and financial advisors, the implications of accepting these Terms and of carrying out and performing each and every one of the transactions.

7.2.k. It acknowledges and accepts that all information necessary for the negotiation, acceptance, execution, and performance of these Terms was provided to it in an objective, timely, complete, impartial, and clear manner, prior to acceptance of the Terms and the carrying out of the transactions.

7.2.l. The funds with which it operates derive from lawful activities permitted under applicable law and, accordingly, do not originate from criminal activities, particularly those considered under Guatemalan law as constituting or giving rise to money laundering or the financing of terrorism.

7.2.m. Neither it nor its Authorized Persons involved in the negotiation or performance of these Terms have offered any commission, privilege, or gift to IBEX or its Authorized Persons, and it accepts that any failure on its part or that of its Authorized Persons regarding transparency in the negotiation, execution, or performance of these Terms constitutes a material breach thereof. It likewise represents that neither it nor its Authorized Persons involved in the negotiation, execution, or performance of these Terms are subject to any conflict of interest, and undertakes in any event to disclose any existing or subsequent conflict of interest.

7.2.n. The Client represents and acknowledges that: (i) the Services covered by these Terms are directed at natural or legal persons acting on their own behalf, with sufficient knowledge of Virtual Assets and financial markets, and with the financial capacity and experience to assume the risks inherent in such transactions; (ii) the Client acts within the scope of its professional, business, commercial, or investment activity, and not as a final consumer of goods or services for domestic or personal use unrelated to an economic activity; and (iii) it has assessed, on its own or through its advisors, the suitability, appropriateness, and risks of the Services in light of its particular profile and objectives. The Client acknowledges that this representation is determinative for entering into these Terms and that IBEX has relied on it in accepting the Client and providing the Service.

The representations and statements contained in this Clause shall be deemed reiterated by the Client each time it carries out a new transaction or makes a payment or delivery in connection with a transaction under these Terms.

8. SUSPENSIVE AND RESOLUTORY CONDITION OF REGULATORY COMPLIANCE

The Client acknowledges and accepts that the provision of the services that are the subject of this Agreement is subject to conditions of a suspensive and resolutory nature.

Suspensive condition: Effective access to the services governed by this Agreement shall remain suspended until IBEX's Compliance Department issues its express approval of the Client's file. Accordingly, IBEX shall have no obligation to provide the service unless and until such approval has been formally granted. The maximum period for resolution by the Compliance Department shall be up to 10 business days from receipt of the complete documentation, with express notice to the Client of the resulting outcome.

Throughout the term of the contractual relationship, the Client undertakes to cooperate diligently, promptly, and in good faith with IBEX and its Compliance Department, and in particular to: (i) deliver the documentation, information, and representations requested of it within the specified time periods; (ii) keep the information provided up to date, notifying any material change within 30 calendar days of its occurrence; (iii) submit to the periodic due diligence review and update processes; and (iv) respond to additional information requests made by IBEX in compliance with its regulatory obligations.

Resolutory condition: Grounds for the immediate resolution, suspension, or termination of the services, at IBEX's sole discretion and without the need for a prior judicial declaration, shall be deemed to exist in any of the following cases: (i) failure to deliver, partial delivery, or late delivery of the documentation or information required by the Compliance Department; (ii) detection of inaccurate, false, erroneous, outdated, incomplete, or misleading information, whether provided at the time of contracting or during the term of the Agreement; (iii) breach of the obligations to periodically or subsequently update information; (iv) identification of alerts, risks, or findings arising from ongoing monitoring that, in the judgment of the Compliance Department, compromise the Client's risk profile; or (v) any other circumstance that, under applicable regulations, justifies termination of the relationship.

Upon verification of any of the grounds set forth in the preceding paragraph, IBEX may, without any liability and without prejudice to any legal action that may be applicable: (i) immediately suspend access to the services; (ii) terminate this Agreement automatically; and (iii) report the matter to the competent authorities where required by law.

9. EVENTS OF DEFAULT

The occurrence of any of the following events attributable to one of the Parties shall be deemed an Event of Default, provided such events are not cured within the corresponding Cure Periods, where applicable:

9.1. Failure to comply with the payment or delivery obligations set forth in these Terms.

9.2. Any material inaccuracy or imprecision in relation to these Terms or any obligation arising therefrom, in any material aspect of the representations or statements made by the relevant Party, including any material inaccuracy or imprecision attributable in connection with **Clause 6**, when not cured within the five (5) Business Days following receipt by such Party of notice of the occurrence of the relevant event.

9.3. Failure to comply with any of the obligations arising from these Terms, when not cured within the five (5) Business Days following receipt by such Party of notice of the occurrence of the relevant event.

9.4. To the extent applicable under Guatemalan law, the admission or subjection of the relevant Party to insolvency or bankruptcy proceedings, judicial liquidation proceedings, or any other applicable judicial measure.

9.5. The extinguishment of legal personality or the legal or voluntary dissolution of the relevant Party.

Default Date. For all purposes, the default date shall be deemed to be: (a) the Business Day immediately following the expiration of the Cure Period, if applicable; or (b) the Business Day on which the event constituting an Event of Default occurred, when there is no Cure Period.

Effects of the occurrence of an Event of Default. In the event of an Event of Default, the following procedure shall apply: (a) the non-defaulting Party shall notify the defaulting Party that, as a result of the occurrence of the relevant Event of Default, the contractual relationship arising from these Terms shall be terminated. (b) If two or more Events of Default occur simultaneously, the procedure set forth in this Clause shall apply with respect to the Event of Default whose Cure Period, if any, is shorter.

10. TERMINATION

10.1. The contractual relationship arising from these Terms may be terminated in any of the following cases:

- **10.1.a.** By mutual agreement of the Parties.
- **10.1.b.** Due to the breach of any of the obligations contained in these Terms, when such breach is not cured within the established Cure Period.
- **10.1.c.** When the breach is of such a nature that it does not admit cure (for example: extinguishment of legal personality, dissolution, or a declaration of insolvency or

bankruptcy), the Terms may be terminated immediately, upon prior written notice to the defaulting Party.

10.1.d. Due to the breach of any of the obligations contained in these Terms which cannot be cured and resolved through an amicable agreement between the Parties, within a period not exceeding fifteen (15) Business Days from the breach.

10.2. **Unilateral termination for convenience by IBEX:** Without prejudice to the other grounds for termination set forth in this Clause, IBEX may unilaterally terminate the contractual relationship without cause, upon written notice to the Client given at least fifteen (15) calendar days prior to the effective date of termination. Such termination shall not give rise to any liability or indemnification obligation on IBEX's part, and shall be without prejudice to: (i) the completion of Order Requests in progress as of the date of notice; and (ii) the settlement of outstanding obligations between the Parties as of the effective date of termination.

10.3. **Immediate unilateral termination by IBEX:** Notwithstanding the notice period set forth in the preceding paragraph, IBEX may unilaterally and immediately terminate the contractual relationship, without the need for prior notice or a prior judicial declaration, in the cases governed by Clauses 8 (Suspensive and Resolutory Condition of Regulatory Compliance), 11 (Prevention of Money and Asset Laundering), and 12 (Termination for Asset Laundering and Compliance with International Sanctions), as well as whenever required by a competent authority or the applicable regulatory framework. In such cases, the effects and exemptions from liability set forth in the respective Clauses shall apply

11. ANTI-MONEY LAUNDERING, COUNTER-TERRORIST FINANCING AND COUNTER-PROLIFERATION FINANCING

IBEX shall be entitled to adopt such due diligence, risk management, monitoring and control measures as may be necessary to comply with applicable laws and regulations relating to anti-money laundering, counter-terrorist financing and counter-proliferation financing (“AML/CFT/CPF”), as well as with requirements issued by competent authorities.

The Client shall timely provide any information and documentation requested by IBEX regarding its identity, ultimate beneficial owners, representatives, Authorized Persons, business activities, purpose and nature of the business relationship, source of funds, counterparties and transactions, as well as any other information necessary for the application of the relevant due diligence measures.

IBEX may conduct ongoing monitoring of the Client’s transactions and apply enhanced due diligence measures where appropriate based on the identified risk level or where required by applicable law or regulation.

Where a transaction presents unusual characteristics or generates compliance alerts, IBEX may suspend or refrain from executing such transaction while conducting the relevant reviews. IBEX may report suspicious transactions and any other information required by applicable law to the Intendencia de Verificación Especial or any other competent authority, without requiring any additional authorization or consent from the Client and subject to applicable legal confidentiality requirements..

12. TERMINATION FOR ASSET LAUNDERING AND COMPLIANCE WITH INTERNATIONAL SANCTIONS

12.1. **Prevention obligation:** Both Parties undertake to implement measures aimed at preventing transactions between them from being used, without the knowledge and consent of the other Party, as instruments for concealing, managing, investing, or otherwise making use of money or other assets derived from criminal activities, or for giving the appearance of legality to such activities, as well as to avoid any connection with persons, entities, jurisdictions, or transactions subject to sanctions, restrictions, or prohibitions imposed by competent national or foreign authorities.

12.2. **Client's Representation:** The Client represents and warrants, at the time of acceptance of these Terms and on a continuing basis throughout its term, that neither the Client, nor its ultimate beneficial owners, shareholders with significant ownership interests, directors, legal representatives, Authorized Persons, nor the counterparties with which it deals through the Services: (i) have been convicted by competent authorities of predicate offenses for money laundering, financing of terrorism, financing of the proliferation of weapons of mass destruction, or the management of assets related to such activities; (ii) are included on sanctions, restriction, or prohibition lists administered by competent national or foreign authorities, including, without limitation, the lists administered by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC), the United Nations Security Council, the European Union, the United Kingdom (OFSI), and the competent Guatemalan authorities in this area; (iii) are the subject of any investigation, proceeding, or process by competent national or foreign authorities relating to the commission of the offenses referred to in item (i), or relating to the violation of sanctions regimes; or (iv) are named in requests from regulatory bodies, news reports, or press headlines, whether national or international, regarding the alleged commission of the offenses referred to in item (i) or their inclusion in or connection with sanctions regimes.

12.3. **Notification obligation:** The Client undertakes to notify IBEX, immediately and in writing, of any fact that affects or could affect the accuracy of the representations contained in the preceding paragraph, including any subsequent inclusion—of the Client itself or of any of the persons referred to therein—on any of the lists or under any of the circumstances referred to therein.

12.4. **IBEX's powers:** Without prejudice to the provisions of Clause 8 (Suspensive and Resolutory Condition), IBEX is expressly authorized, at any time and at its sole discretion, without the need for prior notice, a judicial declaration, or a Cure Period, to: (i) immediately suspend the Client's access to the Services; (ii) block, freeze, or withhold Virtual Assets and/or funds of the Client under its control pursuant to these Terms; (iii) refrain from executing, reverse, or reject pending Order Requests; (iv) unilaterally and immediately terminate the contractual relationship, without any indemnification being payable by IBEX; and (v) report the matter to competent national or foreign authorities, when: (a) any of the representations contained in paragraph 2 of this Clause proves false, inaccurate, or is subsequently breached; (b) IBEX receives a request or order from a competent authority regarding the Client or a specific transaction; or (c) IBEX, in its reasonable risk assessment, identifies direct or indirect links between the Client or its transactions and jurisdictions, persons, entities, or wallet addresses subject to sanctions or investigation. Without prejudice to the foregoing, where the Client, any person related to the Client as contemplated under these Terms, or any funds or assets involved in a transaction match persons or entities included on United Nations Security Council lists or otherwise fall within circumstances requiring restrictive measures under Guatemalan law, IBEX shall take such preventive, restrictive, blocking or freezing measures as may be required under applicable law and shall make the corresponding notifications or reports to the competent authorities within the legally prescribed timeframes.

12.5. **Exemption from liability:** The Client acknowledges and agrees that the measures adopted by IBEX under this Clause constitute compliance with legal and regulatory obligations and, accordingly, shall not give rise to any liability for IBEX, nor to any indemnification, refund, return of commissions, or other claim by the Client.

12.6. **Disclosure authorization:** The Client expressly authorizes IBEX to share information about the Client and its transactions with competent authorities, financial institutions, service providers, and counterparties, to the extent strictly necessary to comply with the obligations arising from this Clause, without this constituting a breach of the confidentiality obligations set forth in these Terms.

13. ANTI-BRIBERY

The Parties undertake to observe, comply with, and enforce compliance with any applicable legal provisions. Accordingly, each Party undertakes not to directly or indirectly give, offer, or promise money, gifts, or any other advantage or benefit of the same nature or in kind to any government official or public employee, public authority, agent of a foreign government or authority, or national or international organization unrelated to these Terms, in order to induce such person to withhold, obtain, initiate, or refrain from any business or activity related to these Terms, thereby directly or indirectly affecting the Parties. The Parties likewise undertake to comply with accounting procedures and agree that falsification, manipulation, alteration, or any other criminal offense not mentioned above and related to the foregoing, or any inaccuracy in the documentation or accounting records arising from these Terms, once fully proven, shall constitute grounds for termination of these Terms, without prejudice to any criminal liability that may apply.

It is understood that a breach of any of the foregoing shall constitute grounds for termination of these Terms, without prejudice to any criminal liability that may apply.

14. REPRESENTATION AS TO SOURCE OF FUNDS

The Client represents that every Virtual Asset made available or transferred, under any title, to IBEX has a lawful origin. The Client further represents that it is not: (i) linked by competent authorities to any investigation for offenses of drug trafficking, terrorism, kidnapping, money laundering, financing of terrorism, or the management of assets related to such activities; (ii) included on lists for the control of money laundering and financing of terrorism administered by any national or foreign authority, such as the list maintained by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, the list of the United Nations, and other public lists relating to money laundering and the financing of terrorism; or (iii) convicted by competent authorities in any judicial proceeding relating to the commission of the foregoing offenses.

The Client shall provide IBEX, when requested as part of its due diligence procedures, with such information and documentation as may reasonably be necessary to evidence the source of funds used in the transactions, as well as any additional information required under applicable laws and regulations.

If any of the statements set forth in this Clause proves false, the Client undertakes to indemnify, defend, and hold IBEX harmless against any fines, penalties, and related costs and expenses, including reasonable legal fees and costs, as well as the payment of any such fine or penalty attributable to any breach by the Client of the provisions of this Clause.

15. PERSONAL DATA

Personal Data means information that identifies an individual, as well as any other information protected by Applicable Law with respect to individuals' privacy rights.

The processing of the Client's personal data by IBEX is governed by IBEX's Privacy Notice and Privacy Policy, which are documents separate from these Terms and Conditions and form an integral part of the contractual relationship between the parties.

The Privacy Notice describes, among other matters: (i) the identity and domicile of the party responsible for the processing; (ii) the categories of personal data to be processed, including sensitive data; (iii) the purposes of the processing and its legal basis; (iv) the categories of recipients to whom the data may be communicated, including identity verification (KYC) service providers, liquidity providers, and financial institutions; (v) applicable international data transfers; (vi) the mechanisms for exercising the rights of Access, Rectification, Cancellation, and Objection (ARCO) and for withdrawing consent; and (vii) relevant contact information.

The Privacy Notice is permanently available at **(CONFIRM URL of the Privacy Policy)** and is communicated to the Client prior to the collection of its personal data.

The Client represents that, prior to accepting these Terms and Conditions, it had access to the Privacy Notice, has read and understood it, and has given its consent separately, freely, specifically, in an informed manner, expressly, and individually, in accordance with the acceptance mechanisms enabled by IBEX.

In the event of any discrepancy between these Terms and Conditions and the Privacy Notice regarding the processing of personal data, the provisions of the Privacy Notice shall prevail.

16. CONFIDENTIALITY

Confidential Information means all information concerning or related to the business that a Party (the "Disclosing Party") discloses, or has disclosed prior to the date of acceptance of these Terms, to the other Party (the "Receiving Party"), that is identified as confidential at the time of disclosure or that a reasonable person would consider confidential given the nature of the information and the circumstances. Confidential Information may include, but is not limited to, technology, finances, customers, suppliers, processes, procedures, research, developments, plans, and marketing, including Personal Data.

During the term of these Terms, and prior thereto, both Parties may have disclosed Confidential Information to each other orally, in writing, through site visits, or by other means. The Receiving Party undertakes to: (i) exercise a degree of care and discretion equivalent to that applied to its own Confidential Information; (ii) securely and appropriately store the Confidential Information, applying industry-standard security measures; (iii) not make copies or reproductions, except when reasonably necessary; (iv) disclose the Confidential Information only to authorized personnel on a need-to-know basis, ensuring that they have agreed to comparable confidentiality undertakings; (v) use the Disclosing Party's Information only for the disclosed purpose or for the exclusive benefit of the Disclosing Party; (vi) immediately return or destroy all materials provided by the Disclosing Party upon its request; (vii) immediately notify the Disclosing Party in writing of any loss, unauthorized disclosure, or breach; and (viii) ensure that any copy bears the same proprietary and confidentiality notices and legends as the original information.

Disclosure of the Confidential Information by the Receiving Party shall not be deemed a breach if: (i) the information is in the public domain through no fault of the Receiving Party; (ii) the information was lawfully received from a third party without any duty of confidentiality; (iii) the Receiving Party can demonstrate that the information was independently developed by it prior to disclosure; (iv) the information was disclosed with the Disclosing Party's prior written approval; or (v) the Confidential Information was required pursuant to a final and non-appealable judgment or order of a competent judicial and/or administrative authority.

The confidentiality undertaking is valid and binding on the Parties from the acceptance of these Terms and for up to three (3) years after the contractual relationship has ended for any reason.

Authorization to share information: The Parties agree that they may share any information, including Confidential Information and reasonable personal information, that is required by any regulatory body in Guatemala or whose disclosure is strictly necessary under applicable law or regulation. Likewise, each Party authorizes the other to share any information, including reasonable Confidential Information, that is strictly necessary with any banking institution in Guatemala or abroad, as well as with any crypto exchange, solely to the extent indispensable for carrying out transactions, upon prior notice to the other party.

A Party shall not be deemed to have breached its confidentiality obligation when the Confidential Information must be disclosed in compliance with the law or a court order or other governmental demand or requirement as part of a final proceeding ("Proceeding"). Prior to disclosing the information, and to the extent permitted by law, the Receiving Party shall immediately notify the Disclosing Party of such Proceeding. If such notice is prohibited or restricted by law, the Receiving Party may disclose the Confidential Information in compliance with the Proceeding, provided that such disclosure is strictly limited to what is required.

17. TERM

These Terms shall enter into force upon acceptance by the Client and shall have a term of one (1) year, automatically renewing for equal successive periods, unless either Party notifies the other in writing of its intention not to renew. If either Party wishes to terminate the contractual relationship, it must notify the other at least fifteen (15) days prior to the effective date of termination. The Service shall be deemed to be provided under the terms and conditions set forth herein.

18. MODIFICATION OF THE SERVICE CONDITIONS

IBEX reserves the right to modify the operation of the Service, as well as the provisions contained in these Terms, and undertakes to send the Client written notice indicating the date on which such modifications shall take effect, with no less than thirty (30) days' prior notice before their effective date. If the Client does not accept the new conditions, it must notify IBEX in writing prior to their effective date, for which it shall have a period of up to fifteen (15) Business Days from the notice, in order to negotiate and/or terminate the contractual relationship, without any penalty; all without prejudice to any transactions breached by the Client. Where modifications proceed, written communications issued by the Parties shall suffice to document them. Likewise, the modification shall be deemed accepted if the Client continues to use the Service after the effective date of the new conditions.

In the case of Clients that qualify as consumers under applicable Guatemalan law, modifications shall require the Client's express acceptance, and failure to accept within the specified period shall result in termination of the contractual relationship without any penalty, and the continued use of the Service may not be construed as tacit acceptance.

19. ELECTRONIC SIGNATURE

It is the intention of both Parties to submit to the Electronic Signature Law and, accordingly, to incorporate the use of electronic signatures and to recognize their validity and use through electronic means, identifying themselves by means of a simple electronic signature.

20. FORCE MAJEURE OR ACT OF GOD

The Parties shall be released from liability for compliance with the time periods established in these Terms whenever they are prevented from doing so by causes attributable to an act of God or force majeure. For purposes of these Terms, acts of God or force majeure shall include, by way of example and without limitation, the following, provided such events actually affected or caused interruptions in performance and due diligence was exercised to prevent or limit their effects: (a) world war and armed hostilities, armed invasions, civil war, revolutions, insurrections, or acts of destruction; (b) strikes, acts of sabotage, subversive activities; (c) fires and shipwrecks; (d) earthquakes; (e) technological failures. Upon the occurrence of an act of God or force majeure, the affected Party must immediately notify the other Party thereof.

21. WAIVER

No waiver under these Terms shall be effective unless made in writing, identified as a waiver of these Terms, and signed by the Party waiving its right. Any waiver granted on one occasion shall be effective only in that instance and only for the purpose stated, and shall not operate as a waiver on any future occasion. None of the following shall constitute a waiver or estoppel of any right, remedy, power, privilege, or condition arising under these Terms: (i) any failure or delay in exercising any right, remedy, power, or privilege, or in enforcing any condition under these Terms; or (ii) any act, omission, or course of dealing between the Parties.

22. SURVIVAL

The rights and obligations of the Parties set forth in these Terms which, by their nature, must survive the termination or expiration thereof, shall survive such termination or expiration. With respect to the Confidential Information, the obligations shall remain in effect after the termination or expiration of these Terms until, as applicable, such Confidential Information loses its protection as a trade secret.

23. THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries. These Terms benefit only the Parties and their respective permitted successors and assigns, and nothing in these Terms, whether express or implied, confers upon any third party any legal or equitable right, benefit, or remedy of any kind under or by reason of these Terms.

24. CLIENTS QUALIFYING AS CONSUMERS

In the exceptional event that a Client, notwithstanding the representation contained in Clause 6, qualifies as a consumer under applicable Guatemalan consumer protection law: (i) the provisions of these Terms that are incompatible with mandatory consumer protection rules shall be deemed modified solely to the extent strictly necessary to conform to such rules, while remaining valid, effective, and binding in all other respects; (ii) in particular, the modification of the Terms provided for in Clause 18 shall require the Client's express acceptance, and continued use of the Service may not be construed as tacit acceptance; and (iii) the limitations and exclusions of liability contained in Clause 4 shall not apply to the extent incompatible with the liability regime established under applicable Guatemalan consumer protection law. The remaining provisions of these Terms shall remain fully valid and applicable.

25. HEADINGS

The headings of the Clauses of these Terms have been included for illustrative purposes only; accordingly, they shall not be construed as a summary of the content of their respective Clauses, and shall not affect, limit, or modify, in any way, the content thereof.

26. ASSIGNMENT

These Terms may not be assigned or transferred by the Client to a third party, whether in whole or in part, without the prior written consent of IBEX. The Client must request prior written authorization from IBEX at least thirty (30) days before the date on which it wishes to assign or transfer these Terms.

27. GOVERNING LAW AND ARBITRATION

Any dispute, difference, or claim arising from these Terms and any amendment thereto, or relating to these Terms, including in particular their formation, validity, binding effect, interpretation, execution, performance, termination, or nullity, as well as any non-contractual claims, shall be submitted to binding arbitration at law for final resolution in accordance with the Rules of the Mediation and Arbitration Center of the Chamber of Commerce and Industry of El Salvador in effect at the time the dispute arises. The arbitral tribunal shall consist of a sole arbitrator appointed by the Mediation and Arbitration Center of the Chamber of Commerce and Industry of El Salvador (the "Center"). For such appointment, the Center shall designate a sole arbitrator with demonstrable knowledge and/or experience in the subject matter of the dispute and of these Terms. The place of arbitration shall be El Salvador. The language to be used in the arbitration proceedings shall be Spanish. These Terms shall be governed by the substantive law of Guatemala. The award shall be complied with in good faith and without delay by the Parties.

The Client acknowledges and accepts that the arbitration agreement contained in this Clause has been expressly accepted. The Parties acknowledge that such independent statement is valid, sufficient, and binding for purposes of the submission to arbitration agreed herein.

28. NOTICES

28.1. All notices, requests, or other communications made under these Terms must be in writing and shall be deemed duly delivered on the day of delivery. The Parties agree that these Terms and any other document or notice to be delivered in connection therewith may be accepted, acknowledged, and signed electronically, and that any electronic acceptance and acknowledgment is equivalent to a handwritten signature for purposes of validity, enforceability, and admissibility.

28.2. The effectiveness and evidence of notices shall be governed as follows: notices sent by email or any other electronic means of communication shall be deemed effectively delivered from the time they are received by the recipient, and shall be evidenced by the acknowledgment of receipt of the corresponding data message.

28.3. Notices relating to Events of Default and Termination Events must specify the reasons why an Event of Default or Termination Event is considered to have occurred; likewise, where applicable, notice shall be given of the decision to carry out the corresponding procedure.

28.4. Notices relating to rights or obligations to be exercised on a day that is not a Business Day shall be given no later than the first Business Day immediately following.

28.5. All notices, requests, or other communications having legal or contractual effect (including, without limitation, those relating to Events of Default and Termination Events) must be made in writing and by email to the addresses designated by the Parties:

> **IBEX:** Jose Luis Lemus - Email: legal@poweredbyibex.io.
>
> **Client:** The Client's contact details shall be those provided at the time of registration or acceptance of these Terms, as well as any update the Client notifies to IBEX in writing.

28.6. Without prejudice to the foregoing, operational communications arising from the performance of these Terms —including, without limitation, confirmations, quotes, Order Requests, quote requests, issuance of quotes, order summaries, or other operational matters— may be made through instant messaging electronic means such as Telegram or WhatsApp, provided that such means and the specific channels (such as designated groups or chats) have been previously agreed upon by the Parties. Communications made through such means shall be deemed validly issued for operational purposes, without prejudice to legal notices continuing to be made in accordance with the preceding paragraphs.

29. LANGUAGE

29.1. These Terms are provided in English for the convenience and reference of the Client. The official Spanish-language version is available at the following link: [____]. In the event of any doubt, discrepancy, contradiction, conflict of interpretation, or disagreement between the two versions, the Spanish-language version shall at all times prevail and shall be the only version producing full legal effects between the parties, and the one to be used for purposes of interpretation, performance, and resolution of any disputes arising from this instrument.

30. ELECTRONIC ACCEPTANCE

These Terms may be accepted by electronic means. A simple electronic signature means any sound, symbol, or electronic process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record. Electronic acceptance of these Terms —whether by checking a box, clicking an acceptance button, a simple electronic signature, or any other means enabled by IBEX— shall be deemed valid, binding, and equivalent to a handwritten signature for all legal purposes. The simple electronic signature shall be governed in accordance with the Law on the Recognition of Electronic Communications and Signatures in effect in Guatemala.

The Client acknowledges that it has had the opportunity to carefully read these Terms and, by accepting them, expresses its full and free consent to be bound under the terms set forth herein.