TURLOV FAMILY OFFICE SECURITIES (PTY) LTD

AUTHORISED FSP 52874

DIGITAL ASSETS TERMS OF BUSINESS

July 14, 2026

TURLOV
family office securities

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1. INTRODUCTION

1.1. **TURLOV FAMILY OFFICE SECURITIES (PTY) LTD** (hereafter - the "**Company**", "**TFOS**") is a private company registered under the laws of the Republic of South Africa with registration No. 2022/274852/07. The Company is an authorised FSP, regulated by the Financial Sector Conduct Authority (FSCA) under FSP license No. 52874 and authorised to provide investment services and perform intermediary activities as per Company's license.

1.2. The following digital assets terms and conditions (these "**Digital Assets Terms**") apply, in addition to Company's General Terms of Business (available at https://trade.tfos.com/download/documents/643/TFOS_General_Terms_of_Business, hereafter – the "**General Terms**"), to any Client that utilises the Service (as defined below). Defined terms used but not specifically defined in these Digital Assets Terms shall have the meaning given to them in the General Terms.

1.3. These Digital Assets Terms accordingly constitute a legally binding agreement between the client utilising TFOS's products or services (hereafter - the "**Client**") and TFOS, hereinafter collectively referred to as the "Parties" and separately as the "Party". If any matter is not specifically addressed in these Digital Assets Terms, the matter shall be governed by General Terms. In case of discrepancies between these Digital Assets Terms and the General Terms, the provisions of these Digital Assets Terms shall prevail. Repetition in these Digital Assets Terms of certain provisions of the General Terms is for emphasis only and should not be interpreted as meaning that the provisions of the General Terms that have been omitted by their exclusion do not apply.

1.4. By utilising the Services, the Client unconditionally accepts these Digital Assets Terms and agrees to be bound by and act in accordance with them. The Client also accepts and agrees that they are solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which the Client lives that may be applicable to their use of the Services, including but not limited to, those related to taxation, export or import activity, or foreign currency transactions.

2. DEFINITIONS

"Account" or "Client's Account" means all the Accounts opened by the Company for the Client under these Digital Assets Terms;

"Agreement" means these Digital Assets Terms, which are available on the Company's Website or provided to the Client directly, as amended from time to time;

"Analytical Value" is the latest mark-to-market value of the Digital Assets, which Client is obligated to buy or sell under Margin Trading, or the theoretical fair value computed by the Company in the case of impossibility to obtain the market price of the Digital Assets, plus accrued Interest;

"Client's Assets" if otherwise not specified, shall be defined as Funds and Digital Assets that shall meet the Company's requirements;

"Client's Obligations" or **"Client's Indebtedness"** means the aggregate sum of the following:

1) an obligation to pay the Compensation Sum and Expenses to the Company in connection with the execution of Margin Trading (including the settlements of Transactions), and/or

2) an obligation to deliver or return equivalent Digital Assets/Assets in connection with Margin Trading where Digital Assets/Assets are made available to the Client through the Third-Party Lender;
3) an obligation to settle any negative balances or exposures arising in connection with Margin Trading, including where positions are facilitated through Third-Party Lender;
4) an obligation to pay any Additional Fees in connection with Margin Trading and related services;
5) an obligation to buy or sell Digital Assets/Assets under a Margin Trading in the amount equal to the Analytical Value;
6) an obligation to pay applicable position maintenance fees, holding fees or similar trading-related charges in connection with the maintenance of open positions; and
7) other fees and Expenses related to the Client's trading activities;, Compensation Sums and any other amounts payable to the Company and/or a Third-Party Lender;

"Client's Own Funds" means the total market value of the Client's Assets minus the Client's outstanding obligations;

"ML/TF/PF" means Money Laundering, Terrorism Financing and Proliferation Financing;

"Designated Market Maker" means a legal entity appointed by the Company to provide continuous bid and ask quotations for the conversion of Digital Assets into Fiat Currency and vice versa, for the exclusive purpose of enabling the Company's provision of the "Top-Up with Conversion" and "Withdrawal with Conversion" services;

"Distributed ledger" means an information repository that keeps records of transactions and that is shared across and synchronised between a set of distributed ledger technology network nodes using a consensus mechanism;

"Digital Assets" or **"Crypto assets"**, means a digital representation of a value that –

a) is not issued by a Central Bank of RSA, but is capable of being traded, transferred or stored electronically by natural and legal persons for the purpose of payment, investment and other forms of utility;
b) applies cryptographic techniques; and
c) uses Distributed ledger technology;

"Digital Asset wallet" means a digital wallet used to store Digital Assets.

"Fiat Currency" or **"Fiat"** means an official currency of a country that is issued by a central bank or other monetary authority;

"Initial Margin Requirement" means a sum of Margin Requirements excluding NMNSDA;

"Margin Trading" means Transactions in Digital Assets executed using a Margin Loan and secured by Marginable Digital Assets held in the Client's Account;

"Margin Loan" means a technical mechanism by which Funds and/or Digital Assets are made available to facilitate the settlement and maintenance of Margin Trading, including through Third-Party Lender;

For the avoidance of doubt, a Margin Loan does not constitute a loan, credit facility or any form of credit agreement between the Company and the Client.

"Minimum Margin Requirement" refers to the Initial Margin Requirements divided by two (2);

“Marginable Digital Assets” means Digital Assets accepted by the Third-Party Lender as eligible collateral;

“Margin Requirements” means the amount of collateral (in the form of Marginable Digital Assets) that the Company requires the Client to maintain in order to enter into and maintain Margin Trading. These requirements are established for risk management purposes and to ensure sufficient coverage of potential market exposures arising from Margin Trading. The specific Margin Requirements may depend on the characteristics of the relevant Digital Assets/Assets and the level of risk associated with the Client’s positions.

“Margin Call” means a condition in which the Client’s level of margin coverage becomes insufficient to meet the applicable Margin Requirements. If Risk coverage ratio 2 has a negative value, the Company may require the Client to provide additional Digital Assets/Assets and/or the Company may close Open Margin Positions in order to restore compliance with Margin Requirements;

“Non-Marginable Digital Assets” means Digital Assets not accepted as collateral;

“Non-shortable Digital Assets” refers to Digital Assets that cannot be borrowed or otherwise used to establish a short position;

“NMNSDA” means the Client’s assets which are simultaneously classified as Non-marginable Digital Assets and Non-shortable Digital Assets.

“**Open Margin Position(s)**” means any position in Digital Assets financed in whole or in part by a Margin Loan.

“**Omnibus Account**” means a centralised account that holds the Digital Assets of several Clients;

“Payment Amount” means the amount to be paid by one Party to the other under the provisions of these Digital Assets Terms, including the Company’s Fees, or by the Company or the Client to a third party by an Instruction from the Client. In respect of Digital Assets, the Payment Amount means the number of Digital Assets transferred by the Party;

“Services” means the services to be provided by the Company to the Client as described in paragraph 3 of these Digital Assets Terms;

“**Supported blockchain networks**” means blockchain networks where Digital Assets accepted by the Company as published in the Electronic System (sending Digital Assets on unsupported networks may result in irreversible loss of this Digital Assets);

“**Proxy wallet address**” means a blockchain address (permanent or session-based per Digital Asset/Supported blockchain network pair) issued to the Client for identification and crediting of its Digital Assets to their Account with the Company;

“**RSA**” means Republic of South Africa;

“**Risk coverage ratio 1**” means a margin risk indicator calculated as the amount of the Client’s Own Funds remaining after deduction of the Initial Margin Requirement and NMNSDA, used to determine the Client’s eligibility to open new Margin Trading;

"Risk coverage ratio 2" means a margin risk indicator calculated as the amount of the Client's Own Funds remaining after deduction of the Minimum Margin Requirement and NMNSDA, used to determine the occurrence of the Margin Call and the Company's right to liquidate Open Margin Positions;

"**Transaction**" means any type of transaction performed in the Client's Account, including but not limited to purchase and sale transactions involving Digital Assets or Fiat, deposits, withdrawals, dealings with open trades, or closing trades.

"Third-Party Lender" means any legal entity, other than the Company, selected at the Company's sole discretion, which provides Funds and/or Digital Assets for the purposes of Margin Trading.

Capitalised terms used in these Digital Assets Terms and not otherwise defined herein shall have the meanings given to them in the General Terms, as amended from time to time.

In the event of any inconsistency between these Digital Assets Terms and the General Terms, these Digital Assets Terms shall prevail in respect of matters relating to Digital Assets.

3. PROVISION OF SERVICES

3.1. Subject to technical, legal, and eligibility requirements, the Company provides the following services to the Client (hereafter – the "**Services**"):

3.1.1. Exchange service;

3.1.2. Top-Up with conversion service;

3.1.3. Top-Up without conversion service;

3.1.4. Withdrawal with conversion service;

3.1.5. Withdrawal without conversion service;

3.1.6. P2P transfer service;

3.1.7. Custody of Digital Assets;

3.1.8. Other services in accordance with the Company's authorisation.

The Services provided by the Company under these Digital Assets Terms do not include providing advice or management of Digital Assets. The Client bears all responsibility, without limitation, for any outcome of a strategy, investment decision or Transaction regarding the Digital Assets.

3.2. **Exchange service**

3.2.1. The Client may exchange a Digital Asset for a Fiat Currency and vice versa, or a Digital Asset for another Digital Asset instantly through the Electronic Trading Platform (placing Instruction (Order) and making trade) at an amount calculated by sourcing the best available exchange prices and rates from the Company's order books (the "**Exchange Price**"). The Company shall have no obligation to accept any Instruction or Order and may do so to its sole discretion.

3.2.2. Since Exchange Price is not negotiable, if the Exchange Price is not suitable for the Client, the relevant Instruction will not be executed.

3.2.3. For the avoidance of doubt, the Client acknowledges and confirms that if an Exchange Price is acceptable to the Client and the relevant trade (within the Instruction) is proceeding, this Transaction cannot be reversed.

3.3. **Top-up with conversion service**

3.3.1. The Client may instantly exchange Digital Assets for Fiat Currency and receive Fiat exchanged to the Client's Account.

3.3.2. As a part of providing the Top-Up with conversion service, the Company provides the Client with a unique Proxy wallet address for receiving specific Digital Assets in a Supported blockchain network.

3.3.3. The Client confirms that they are the owners of the Digital Assets transferred to the provided Proxy wallet address.

3.3.4. The Company provides automatic exchange of the received Digital Assets to Fiat only in case of receiving Digital Assets to the mentioned Proxy wallet address.

3.3.5. The exchange under the Top-Up with conversion service takes place at the market rate set by the Designated Market Maker (if applicable). The Company discloses to the Client the details of the Designated Market Maker and conducts due diligence on the Designated Market Maker before providing Services to the Client. By utilising this Service, the Client unconditionally accepts conditions for the provision of the relevant Service.

3.3.6. In case the Client has exceeded their Transaction limits established by the Company and/or the Client is unable to prove the source of funds used in the Transaction, the Company may refund the initially sent Digital Assets back to the Client, in the initial amount reduced by fees associated with the transfer and differences of exchange rates during the period between receipt and return of these Digital Assets.

3.4. **Top-Up without conversion service**

3.4.1. The Client may send Digital Assets to the Client's own Account.

3.4.2. As a part of providing the Top-Up without conversion service, the Company provides the Client with a unique Proxy wallet address for receiving specific Digital Assets in a Supported blockchain network.

3.4.3. The Client confirms that they are the owners of the Digital Assets, transferred to the provided Proxy wallet address.

3.4.4. The Company credits the received Digital Assets to the Client's account only in case of receiving Digital Assets to the mentioned Proxy wallet address.

3.4.5. In case the Client has exceeded their Transaction limits established by the Company and/or the Client is unable to prove the source of funds used in the Transaction, the Company may refund the initially sent Digital Assets back to the Client, in the initial amount reduced by fees associated with the transfer and differences of exchange rates during the period between receipt and return of these Digital Assets.

3.5. **Withdrawal with conversion service**

3.5.1. The Client may seamlessly withdraw Digital Assets using their Fiat Currency at their Account as follows:

3.5.1.1. The Client initiates a Fiat transfer from their Account;

3.5.1.2. The Client confirms an Order to exchange Fiat for Digital Assets;

3.5.1.3. The Client provides a Digital Asset wallet address for the Digital Assets in respective Supported blockchain network and confirms the transfer of the Digital Assets to this Digital Asset wallet address.

3.5.2. The Client confirms that they are the owners of the provided Digital Asset wallet address, or the Digital Asset wallet was created by a third party on behalf of the Client, specifically for the Client's Digital Assets only.

3.5.3. The Company provides an automatic exchange of the received Fiat to Digital Assets.

3.5.4. The exchange under the service takes place at the market rate set by the Designated Market Maker (if applicable). The Company discloses to the Client the details of the Designated Market Maker and conducts due diligence on the Designated Market Maker before providing Services to the Client. By utilising this Service, the Client unconditionally accepts conditions for the provision of the relevant Service.

3.5.5. The Service is deemed to be rendered when the Digital Assets are withdrawn from the Company.

3.5.6. In case the Client has exceeded their Transaction limits established by the Company and/or the Client is unable to prove the source of funds used in the Transaction, the Company may refund the initial Fiat to the Client's Account in the initial amount reduced by fees associated with the transfer and differences of exchange rates during the period between exchange and return of these Fiat.

3.6. **Withdrawal without conversion service**

3.6.1. The Client may withdraw Digital Assets from their Account by providing a Digital Asset wallet address for the Digital Assets in respective Supported blockchain network and initiates the transfer of the Digital Assets to this Digital Asset wallet address.

3.6.2. The Client confirms that they are the owner of the provided Digital Asset wallet address, or the Digital Asset wallet was created by a third party on behalf of the Client, specifically for the Client's Digital Assets only.

3.6.3. The Service is deemed to be completed when the Digital Assets are withdrawn from the Company.

3.6.4. In case the Client has exceeded their Transaction limits established by the Company and/or the Client is unable to prove the source of funds used in the Transaction, the Company may refund the initial Fiat to the Client's Account in the initial amount reduced by fees

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associated with the transfer and differences of exchange rates during the period between exchange and return of these Fiat.

3.7. **P2P transfer service**

3.7.1. The Client may send Digital Assets from its Account to an Account of another Client of the Company by initiating the corresponding transfer of the Digital Assets to the Account of another Client of the Company (the "P2P Transaction").

3.7.2. The Client confirms and acknowledges that the Company is not a party to any P2P Transaction within the P2P transfer service, and the Client is solely responsible for negotiating and agreeing on the P2P Transaction terms with another Client of the Company as well as the final financial effect of the P2P Transaction (whether such a P2P Transaction is beneficial for the Client or not).

3.7.3. The Company monitors and supervises all the P2P Transactions and properly documents them. If the Company has reasonable grounds to suspect that P2P Transaction (or series of P2P Transactions) may pose the ML/TF/PF risk, such P2P Transaction(s) will be suspended until the Client provides the Company with documents substantiating the legitimacy of these P2P Transaction(s).

3.8. **Custody of Digital Assets**

3.8.1. In addition to other Services mentioned above, to facilitate the provision of its Services the Company offers custody of Digital Assets service. on behalf of the Client (the "Custody Assets"). Where the Client's Digital Assets are held or received by the Company, the Company shall act as custodian or may arrange for such Digital Asset to be held in custody on behalf of the Client (the "Custody Assets").

3.8.2. As a part of the custody of Digital Assets service the Company manages and controls the private keys associated with the Client's Digital Assets. The Client acknowledges and agrees that the Company shall retain exclusive control of and responsibility for these private keys. Such custodial duties of the Company shall not, under any circumstances, be assigned, ceded, or transferred to the Client.

3.8.3. Without prejudice to the sub-paragraph 3.8.2 above, the Company's control of and responsibility for the private keys does not affect the Client's Account or Client's ownership of Digital Assets stored herein. The Client always remains the owner of the Digital Assets and the Company does not acquire any ownership rights to the Client's Digital Assets by providing this custody of Digital Assets service.

3.8.4. In the event of insolvency of the Company, Custody Assets shall not be included in the property of the Company, and the Company (or its creditors) shall have no claims with respect to such Custody Assets.

3.8.5. The Client's Account supports multiple Digital Assets from different Supported blockchain networks. However, the Company sets limits on the acceptance and keeping of the Digital Assets and Supported blockchain networks. The said restrictions are specified in the

Electronic System and are binding on Clients. The Client confirms and acknowledges that in the event of breach of these restrictions, Client's Digital Assets may be irretrievably lost.

3.8.6. The specifics of the Custody Service are set out in paragraph 9 hereof.

3.9. The Services do not include the provision of investment advice and therefore any investment information provided by the Company to the Client will not constitute investment advice and does not warrant or represent any future guarantee or assurance on the expected returns of any of Client's Transactions. The Client bears all responsibility, without limitation, for any outcome of a strategy, investment decision or Transaction.

3.10. For the purpose of provision of the Services specified in sub-paragraphs 3.3 – 3.8 of these Digital Asset Terms, the Client understands, acknowledges and expressly consents that information about the source of funds used in the current Transaction may also be requested in cases where such information is requested by the Company or by the regulatory (supervisory) authority in accordance with applicable laws and regulations.

3.11. These Digital Assets Terms apply to all Instructions of the Client or their authorised representatives submitted to the Company:

3.11.1. via telephone;

3.11.2. via Internet over the TraderNet Electronic System;

3.11.3. via any downloadable Electronic Trading Platform;

3.11.4. via email, Telegram or other messengers;

3.11.5. via any other electronic system offered by the Company to the Client.

4. MARGIN TRADING WITH DIGITAL ASSETS

4.1. General Provisions

The Company may allow the Client to use the facilities described in these Digital Assets Terms when carrying out Margin Trading with Digital Assets subject to risk assessment and eligibility requirements. Margin Loans are provided by Third-Party Lenders and not by the Company. The Company does not act as a lender or credit provider and acts solely as intermediary and administrator. The Client acknowledges and agrees that: (i) the Company does not act as a lender, credit provider or principal and does not extend credit or leverage to the Client and acts solely as an intermediary in facilitating access to Funds and Digital Assets for the Margin Trading; (ii) the Funds and/or Digital Assets remain the property of the Third-Party Lender and are made available to the Client through the Company in accordance with the Digital Assets Terms, the rules and the terms agreed between the Company and the Third-Party Lender; (iii) the Company's role is limited to transmitting and executing the Client's Orders and facilitating the corresponding Transactions under these Digital Assets Terms; (iv) the Company does not at any time assume market risk or credit risk in respect of Margin Trading.

By opening Account and/or using Margin Trading services secured by Digital Assets, the Client irrevocably consents to the involvement of Third-Party Lenders and confirms acceptance of the possibility that the creditor under any margin financing arrangement may be a legal entity other than the Company.

Margin Trading of Digital Assets may be subject to the relevant margin trading provisions and principles set forth in the General Terms, including, without limitation, provisions relating to margin requirements, collateral maintenance, margin call, liquidation rights, interest, and set-off, to the extent that such provisions do not conflict with these Digital Assets Terms.

4.2. **Fees**

The Client shall pay Interest on Margin Loans in accordance with the applicable Fee Schedule.

Fees applicable to Margin Trading secured by Digital Assets may include margin financing fees and/or margin administration fees. Such fees are determined on a per-Digital Asset basis and may vary depending on the type of Digital Asset. Applicable fees for each specific Digital Asset shall be determined by the Company and/or the relevant Third-Party Lender and disclosed to the Client via the Electronic System, the Company's website or otherwise prior to entering into the relevant Margin Trading transaction.

4.3. **Collateral**

All Digital Assets and Assets held in the Client's Account with the Company shall serve as collateral for the Client's Indebtedness.

The Company may determine, at its sole discretion, which Digital Assets qualify as Marginable Digital Assets.

4.4. **Margin Requirements**

For the purposes of the Digital Assets Terms, the Company establishes the following normative Margin Requirements ratios (parameters):

- Risk coverage ratio 1 - If Risk coverage ratio 1 has a negative value, the Client shall be restricted from opening any new positions (only closing positions are available);
- Risk coverage ratio 2 (Margin Call level) - if Risk coverage ratio 2 has a negative value, the Company is entitled to require the Client either to provide additional Digital Assets/Assets and/or to reduce exposure, including by closing Open Positions, in order to restore the required level of margin coverage.

If the Applicable Law provides for any requirements pertaining to Margin Requirements ratios (parameters) and/or the order of their determination, the Company establishes normative Margin Requirements ratios (parameters) according to such requirements.

Where Risk coverage ratio 1 or Risk coverage ratio 2 becomes negative, the Company may suspend or refuse execution of the Client's Instructions for the Margin Trading.

The Company also has the right to suspend the execution of Instructions at its exclusive discretion.

The Client has an obligation to monitor positions in short sold Digital Assets and close them as soon as the Company disables their ability to be sold using margin. In the case of failing to fulfill this requirement the Company may liquidate these positions by its own and immediately.

4.5. **Margin Call**

In the event of a Margin Call, the Client irrevocably authorises the Company, acting on behalf of the relevant Third-Party Lender, to take any actions deemed necessary to satisfy the Client's obligations, including without limitation:

a) debiting, transferring, blocking, applying or otherwise using any funds, Digital Assets, securities or other assets held in any of the Client's Accounts with the Company, whether related to Digital Assets or to other brokerage services;

b) setting off any balances held in any of the Client's Accounts against obligations arising from Margin Trading;

c) converting any such assets between Fiat Currency, Digital Assets or other instruments at prevailing market rates.

5. RISK WARNING. ACKNOWLEDGEMENT OF RISKS

5.1. The Client confirms and acknowledges that there are substantial risks associated with using the Company's Services. The Client should carefully consider whether using the Company's Services is suitable for them considering their circumstances, knowledge, and financial resources. Prior to using the Company's Services, the Client shall consider and acknowledge the following risks associated with the Digital Assets, blockchains, and blockchain-based systems, credit risk, market risk, liquidity risk, interest rate risk, foreign exchange risk, business, operational and insolvency risk, the risks of "over the counter" trading, transparency of prices and ability to close out positions, contingent liability risk and regulatory and legal risk, specified below.

5.2. Due to substantial price fluctuations, the price of Digital Assets may increase or decrease at any given moment. Any Digital Asset or trading position may be subject to large swings in value and may even depreciate. Therefore, since Digital Assets are not subject to any kind of deposit insurance or securities investors protection regimes, the Client should ensure that they understand the risks involved and, if necessary, seek independent expert advice.

5.3. Lack of professional expertise in dealing with Digital Assets and blockchain-based software systems. The Company recommends that only clients with sufficient experience and/or proficient, in-depth knowledge of Digital Assets and blockchains use the Company's Services. The Client is solely responsible for ensuring relevant knowledge and experience in dealing with Digital Assets to ensure that they understand the risks associated with the Company's Services.

5.4. Price volatility. The exchange rate of Digital Assets may experience extreme fluctuations over short periods of time. Therefore, the Client accepts and acknowledges that the Company does not guarantee market liquidity, which might result in difficulty in buying or selling the Digital Assets. When using the Company's Services, the Client acknowledges and accepts all risks associated with them as well as the nature of the Digital Assets.

5.5. Furthermore, the Client expressly acknowledges and confirms that they shall not hold the Company or any of its representatives and affiliates liable for any losses or damages arising from the price volatility of Digital Assets.

5.6. Operational errors. As a result of interruptions and operational errors in the process of purchasing or otherwise receiving the Digital Assets, the Client may not receive Digital Assets and may lose the entire amount they paid for such Digital Assets.

5.7. Security of Digital Assets. Digital Assets may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with Digital Assets in a variety of ways. Furthermore, there is a risk that the source code of a blockchain may contain intentional or unintentional bugs or weaknesses that may negatively affect a Digital Asset or result in the loss of the Client's Digital Assets, the loss of the Client's ability to access or control Digital Assets or the loss of any other assets in the Client's account. In the event of such a software bug or weakness, it may not be possible to fix it, and Digital Assets holders are not guaranteed any fix, refund, or compensation hereof.

5.8. Loss of funds or value of Digital Assets. The Company is not responsible for the performance of open-source protocols. Forks and changes in blockchain systems may result in significant and sudden changes to the value and/or usability of Digital Assets. Therefore, the Company will try its best to inform the Clients of an upcoming fork, although the Company is not responsible for any loss of value of Digital Assets due to these circumstances and bears no responsibility for any loss incurred by the Client while using the Services or in any direct or indirect connection to the Service.

5.9. Margin Call. Margin Trading involves a high degree of risk and may result in losses exceeding the Client's deposited Digital Assets. In the event of a Margin Call, Digital Assets/Assets held in any of the Client's Accounts may be used to satisfy Client's Obligations.

5.10. The Company cannot guarantee absolute security from losses or damages regarding the Digital Assets or Funds held by the Company and third-party custodians, payment institutions, or service providers that the Company uses to provide the Service. Clients should be aware and accept the inherent risks associated with the Services, especially the risks associated with the custodian and safeguard (storage) services.

5.11. The Client confirms and acknowledges that due to the nature of blockchain technology, the transfer of Digital Assets to the incorrect Digital Asset wallet addresses is not reversible.

5.12. The Company is not responsible for any losses related to the Digital Assets that the Company has transferred to the wrong Digital Asset wallet address or blockchain network specified by the Client in instruction.

5.13. The Company is not responsible for any losses related to Digital Assets that the Client has transferred to incorrect Digital Asset wallet address or blockchain networks not supported by the Company.

5.14. Uncertain regulatory framework. The regulatory status of Digital Assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities may regulate Digital Assets. It is likewise difficult to predict how or whether any governmental authority may amend existing laws, regulations, and/or rules that may affect Digital Assets, blockchain technology, and their applications. Such changes may negatively impact Digital Assets in various ways. The Company may cease operations in a particular jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue operations. The Client accepts and acknowledges that the Company shall not be liable for any losses or damages (whether direct or indirect) caused by amendments to applicable laws and regulations.

5.15. Governmental enforcement actions. Due to the relatively recent emergence of Digital Assets, the industry in which the Company operates may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. Governmental authorities may examine the Company's operations and/or pursue enforcement actions against the Company. This may subject the Company to judgments, settlements, fines or penalties, or cause the Company to restructure its operations and activities or to cease offering certain Services.

5.16. The Company has no control over, or liability for, delivery, quality, safety, legality or any other aspect of any goods or Services that the Client may purchase or sell to or from a third party and is not a party to any such Transactions of the Client. Thus, the Company shall not be liable for any Transactions made with the Client's Account. Any dispute that the Client may have in relation to a Transaction with Digital Assets, shall be resolved by the Client with such a third party directly without involving the Company. If the Client believes that a third party behaved in a fraudulent, misleading, or inappropriate manner, or if the Client cannot adequately resolve a dispute with a third party, they may notify the Company so that the Company may consider what action to take, if any.

5.17. General views expressed to the Client (whether orally or in writing) on Digital Assets, the economic climate, trading suggestions, research or other such information are not to be viewed as advice and will not give rise to any advisory relationship. Any information which the Client may receive from the Company will be given in good faith merely for informational purposes and is incidental to the provision of Services by the Company to the Client. The Company does not guarantee that any information provided is accurate or complete, nor accept any responsibility for any loss, liability, cost or tax consequences which the Client might suffer or incur in relying on such information, whether caused by the Company's negligence or otherwise.

5.18. The Client acknowledges and accepts that there may be other risks than those stated in this paragraph 4 of the Digital Asset Terms. The Client acknowledges and accepts that they have read and understood the preceding risk warning. The ultimate responsibility for understanding and accepting the associated risks lies with the Client. Where the Client is unclear as to the meaning of any of the above risks, risk disclosures or warnings, they are strongly recommended to seek independent legal or financial advice.

6. CLIENT'S ORDERS AND INSTRUCTIONS. EXECUTION POLICY

6.1. By entering into this Agreement, the Client understands, acknowledges and expressly consents to the Company's Digital Assets Order Execution Policy as published on the Company's website and described in these Digital Assets Terms prior to the execution of Orders (or Instructions) and gives consent to the Company to execute the Client's Orders on the Company's Electronic Systems (TraderNet Electronic System) or execute, receive and transmit for execution Client's Orders outside of the Electronic Trading Platform.

6.2. The execution of Orders outside the Electronic Trading Platform shall be additionally agreed between the Client and the Company, and the Client shall give their express consent before executing such Orders. The consent is considered to have been obtained if the Client submits a separate trading Order outside of the Electronic Trading Platform's trading dashboard.

6.3. If the Company executes an Order on behalf of a Client, the Company takes all necessary steps to obtain the best possible result for the Client considering factors of risk, price, costs, speed, likelihood of execution and settlement, size, nature, conditions of custody of the Digital Assets or any other consideration relevant to the execution of the Order. In doing so, the Company will comply with its Digital Assets Order Execution Policy.

6.4. Trading on the TraderNet Electronic System facilitating minimization of the settlement and credit risk and execution of the Order with the best speed, taking into account the full settlement cycle from a deposit of Digital Assets or Fiat Currency to settlement and withdrawal of Digital Assets to the Client. Taking into account all the possible risks of operations with Digital Assets, the execution of the Orders in the TraderNet Electronic System is a priority.

6.5. The Client may give Instructions to the Company by the means specified in sub-paragraph 3.11 above, as well as verbally or in person, provided that the Company is satisfied, at its absolute discretion, with the caller's/Client's identity and clarity of Instructions. The Company may refuse the Client the execution of Transactions in case of lack of clarity or if the Instructions do not include essential operations such as opening position, closing position, changing or removing Orders.

6.6. In case of an Order received by the Company by means other than through the Electronic Trading Platform, the Order may be transmitted by the Company to the Electronic Trading Platform and processed as if the Client received it through the Electronic Trading Platform.

6.7. It should be noted that trading of certain Digital Assets occurs during specific timeframes. The Client is responsible for checking the trading schedule for the relevant Digital Assets before starting to trade.

6.8. In the absence of any other agreement between the Company and the Client, the Company will act on any Instructions which it reasonably believes to have been given, or purporting to have been provided by the Client or any person authorised on Client's behalf, without enquiring as to the genuineness, authority or identity of the person giving or purporting to give such Instructions.

6.9. The Client must ensure that any Instructions given to the Company are clear and intelligible. If the Client does not provide such Instructions promptly, clearly and in an intelligible form, the Company may, at its absolute discretion, ask the Client to confirm the Instruction in writing, in such form as the Company may request, before it acts on it, or take such other steps at Client's cost as the Company considers necessary or desirable for its own or Client protection, or take no action on Client's Instructions. The Company is not obliged to accept Instructions to enter a Transaction unless it is required to do so by any applicable laws and regulations. If the Company declines to enter a Transaction, it is not obliged to give a reason for such a rejection.

6.10. The Client acknowledges and agrees that the Company shall be entitled to record all communications between the Client and the Company or any representative thereof and maintain such records at its discretion and without further notice (unless otherwise provided by applicable laws and regulations).

6.11. The Company reserves the right, at its absolute discretion, to confirm in any manner that it may determine the Instruction and/or Orders and/or communications sent through the Electronic Trading Platform. By entering into this Agreement, the Client accepts the risk of misinterpretation and/or mistakes in the Instructions and/or Orders through the Electronic Trading Platform, regardless of how they have been caused, including but not limited to, technical or mechanical reasons.

6.12. The Client has the right, at his own risk, to authorise a third person (representative) to act on behalf of the Client in all business relationships with the Company as defined in these Digital Assets Terms provided that:

6.12.1. the Client has informed the Company in writing in such a manner as the Company may at any time determine,

6.12.2. the authorised person has been approved by the Company,

6.12.3. that both the Client and the authorised person have fulfilled such conditions, including the execution of such document (e.g., power of attorney), that the Company may at any time and at its discretion determine.

6.13. Unless the Company receives a written notification from the Client for the termination of such representative authorisation, in such a manner as the Company may at any time determine, the Company may continue accepting Instructions and/or Orders given by such representative on behalf of the Client. The Client shall recognize such Orders as valid and binding. The written notification by the Client for the termination of the authorisation of the representative must be received by the Company with at least 2 (two) Business Days' prior notice.

6.14. The Company reserves the right, at its discretion and without notice to the Client, to refuse to accept Instructions from any authorised person and to consider the appointment of any such authorised person as terminated. Furthermore, the Company may, at any time and at its discretion, reject any existing and previously accepted authorisation document (e.g., power of attorney) between the Client and any authorised representative. It may reverse any relevant Transactions and restore the affected Trading Accounts' Balance.

6.15. Once given, Instructions may only be withdrawn or amended with the Company's consent. The Company can only cancel the Client's instructions if the Company has not already acted upon them. If, after Instructions are received, the Company reasonably believes that it is not practicable to act on them within a reasonable time, or the Company reasonably believes that it is in Client's best interest not to act on such Instructions, the Company may defer acting upon those Instructions until it is in Company's reasonable opinion, practicable (or in Client's best interest) to do so or notify the Client that the Company declines to act upon such Instructions.

6.16. Any type of Order that is unavailable through the Electronic Trading Platform can be rejected by the Company.

6.17. The status of the Orders is always shown on the Electronic Trading Platform. If access to the Electronic Trading Platform is not possible, the Client may contact the Company by telephone or by other means specified in sub-paragraph 3.11 above and request the status of any of their pending Orders.

6.18. The Company will not be liable for any losses resulting from any delay or inaccuracy in executing Client's Instructions, nor in deferring acting or refusing to act.

6.19. The Company shall not be liable for any loss, expense, cost, or liability (including consequential loss) suffered or incurred by the Client as a result of Instructions being given or any other communications being made via the Member Area of the Company`s Electronic System. The Client will be solely responsible for all orders and for the accuracy of all information sent via such electronic media using the Client's name or personal identification number. The Company shall not be held responsible for delays or inaccuracies in the transmission of any Instruction or other information or the execution of Orders due to any cause whatsoever beyond the reasonable control of the Company.

6.20. Unless otherwise set forth in these Digital Assets Terms or specifically designated in the Electronic System, the Client's Orders are executed at the "BID"/"ASK" prices which the Client can see in the Electronic Trading Platform, as applicable. The Client places their Order at the prices they see on the Client's terminal and the execution process is initiated. Normally the Transaction is executed at the prices the Client can see on the Client's terminal. Due to the high volatility of the markets as well as the internet connectivity between the Client terminal and the server, the prices requested by the Client and the current market price may change, during the confirmation process. The final price shall be set at the moment of execution of the Transaction by the Company.

6.21. In case of force-majeure, hacker attacks or other illegal actions against the Electronic Trading Platform or the equipment of the Company, and in case of a suspension of trade in the financial markets concerning Instruments, the Company may suspend, freeze or close the Client's positions and request the revision of the executed Transactions.

6.22. To the extent permitted by applicable laws and regulations, and under sub-paragraph 6.3 above, the Company takes reasonable steps to seek the best possible result when executing Client's Instructions (Orders). However, the Company does not owe the Client any duties of best execution in respect of regulated Digital Assets services.

6.23. Considering the volume of the Client's Order and the current market conditions, the Company reserves the right to proceed with partial execution of the Order.

6.24. Trading operations using additional functions/plug-ins made may be available through the Electronic Trading Platform such as "Trailing Stop" or "Expert Adviser" are executed completely and exclusively under the Client's responsibility and at their own risk, as they depend directly upon the Client, and the Company bears no responsibility whatsoever. The Company reserves the right to accept or reject at its own discretion the use of additional functions/plug-ins of the Electronic Trading Platform and in case these additional functions/plug-ins affect the reliability and/or smooth operation and/or orderly of the Company's Electronic Trading Platform to immediately terminate by way of written notice the relationship with the Client.

7. REFUSAL TO EXECUTE ORDERS

7.1. The Company reserves the right, at any time during its business relationship with the Client and at its own discretion, to refuse the provision of any Service, including but not limited to the execution of Instructions for the purpose of trading in Instruments, without giving any notice and/or explanation to the Client. Among the cases that the Company is entitled to do so are the following:

7.1.1. the Client does not have the required Digital Asset deposited in the Company's trading Account;

7.1.2. whenever the Company is of the opinion that the Order violates the smooth operation or the reliability of the Company's Electronic Trading Platform;

7.1.3. the Company is of the opinion that the Order aims at manipulating the market of the specific Digital Asset;

7.1.4. the Company is of the opinion that the Order is a result of the use of confidential inside information;

7.1.5. the Company is of the opinion that the Order aims to legalize the proceeds of illegal acts or activities.

7.2. The Company reserves the right to refuse the execution of a pending Order and/or modify the opening/closing price of an Order in case a technical or any other type of error occurs.

7.3. The Client accepts that any refusal by the Company to execute any of their Orders shall be without prejudice and not affect any obligation which the Client may have towards the Company or any right which the Company may have against the Client or their Digital Assets.

8. SAFEGUARDING OF CLIENT'S DIGITAL ASSETS

8.1. The Company undertakes various measures to safeguard and protect Client's Digital Assets. The Company keeps and maintains such records as are necessary to distinguish Digital Assets held for one Client from Digital Assets held for any other Client or for the Company itself.

8.2. The Company shall make adequate arrangements to safeguard the Client's ownership rights, especially in the event of the Company's insolvency.

8.3. The Company maintains its own books and records in an internal system of its own Digital Assets and Digital Assets kept on behalf of Clients.

8.4. The Client acknowledges and agrees that their Digital Assets may be held by third-party service providers or other third parties who provide technical services for managing Digital Assets on blockchain networks (which may include Company's affiliates).

8.5. The Company conducts regular reconciliations between its internal Accounts and those of any third parties by whom those Digital Assets are held.

8.6. In the event that insolvency or analogous proceedings should be conducted against the Company, the Company will request such third-party service providers to disable the accounts linked to the Client.

8.7. The Company has appropriate organizational mechanisms in place to minimize the risk of the loss or reduction of the Client's Digital Assets or rights associated with these rights.

8.8. Notwithstanding the provisions of the sub-paragraph 8.7 above, unless otherwise established by the applicable laws and regulations, the Company, its directors and employees (who act solely within the scope of their authority and in good faith) are not responsible for the safeguarding of Client's Digital Assets that the Client entrusts to the Company's Electronic Trading Platform or Services.

8.9. In the event of loss, theft, or unauthorised access to the Client's Digital Assets, the Company does not guarantee the recovery, replacement or compensation of such Digital Assets. The Client assumes all risks associated with the storage and transfer of Digital Assets using our Services.

8.10. While the Company strives to work with reputable third-party providers, including custody and payment service providers, and exercise due care in providing the Services, the Company does not assume, unless otherwise established by the applicable laws and regulations, responsibility for the actions, omissions, or security measures implemented by these third parties.

8.11. The Company shall not be liable for any losses or damage resulting from the actions of third parties, including but not limited to, hackers, malicious actors, or other service providers that may interact with the Company's Electronic Trading Platform. The Client understands and acknowledges the above and accepts part of the associated risks.

9. TRANSFER OF DIGITAL ASSETS

9.1. The Company opens segregated, permanent, Proxy wallet addresses for each Client for deposit and identification of the Client's Digital Assets. The Proxy wallet addresses are available on the Electronic Trading Platform.

9.2. The Company may request to verify the ownership of the Digital Assets and/or the originator's Digital Asset wallet address by requesting the Client to transfer a small amount of Digital Assets from the Client's Digital Asset wallet address (Satoshi test), requesting the Client to digitally sign a specific message in a blockchain with the key corresponding to originator's Digital Asset wallet address or use other measures to verify the Digital Asset wallet address.

9.3. Any Digital Assets that the Client delivers to the Company shall belong exclusively to the Client, free of any lien, charge, pledge and/or any other encumbrance, and they shall not be directly or indirectly proceeds of any unlawful act or omission nor a product of any criminal activity, or any other activity that could be considered unlawful by any relevant authority in any country or jurisdiction.

9.4. The Client shall clearly specify their name and provide all required information or execute the verification procedure of Digital Assets in accordance with international regulations related to the prevention of ML/TF/PF, sanctions, and other regulations on the payment document and the Digital Assets Terms. It is the Company's policy not to accept Transactions in Digital Assets from third parties to be credited to the Client's Account.

9.5. Any Digital Assets transferred by the Client to the Company's Client Account will be credited to the Client's Account on the value date of the payment received, less any deductions/commissions or charges by the transferring provider or a blockchain network fee (gas fee). The Company must be satisfied that the sender is the Client before making any amount available to the Client's Trading Account, and the Company may, at its discretion, refund/send back the net amount (number) received to the remitter by the same method as received or as otherwise determined by the Company.

9.6. The Client is solely and fully responsible for Transaction details, including Digital Asset wallet address, that are given to the Company, and the Company accepts no responsibility for the Client's Digital Assets if any Transaction details are proved to be wrong or lacking. The Company shall not be liable for any Digital Assets not deposited directly into the Company's Proxy wallet addresses. All the Transactions involving Digital Assets may be processed by a third-party custodial service provider. The Company is not liable for any actions taken by such a third party, nor any delays and/or payment errors. Nevertheless, the Client is encouraged to contact the Company in case of any issues with processing the Client's payment. The Company will then make every effort to assist the Client.

9.7. The Client acknowledges and accepts that crediting the Fiat Currency to the Client's payment method is performed by them issuing bank/payment provider and is in no way within the scope of the Company's influence. Hence, the Company cannot and does not guarantee that the crediting will be performed in a timely manner even when all the Company's obligations in relation to the Transaction are duly fulfilled. The Client's payment service provider may also charge extra fees and commissions for debiting and crediting Transactions with their payment method. The Client should consult with their payment service provider and review its terms prior to using the payment method for selling and purchasing Digital Assets with the Company.

9.8. The Company has the right to refuse the Client's transferred Digital Assets in any of the following cases (including but not limited):

9.8.1. the Digital Assets are transferred by a third party;

9.8.2. the Company has reasonable grounds for suspecting that the person who transferred the Digital Assets was not a duly authorised person;

9.8.3. the transfer violates these Digital Assets Terms;

9.8.4. the transfer violates any of the applicable laws and regulations.

9.9. In any of the above cases, and unless restricted by regulatory obligations, the Company will refund the Digital Assets received to the sender using the same method or Digital Asset wallet address as they received, and the Client shall bear the relevant Company's fee, payment provider charges, network fees, and/or other charges.

9.10. By accepting these Digital Assets Terms, the Client gives their consent and authorises the Company to make deposits and withdrawals from the Client Account on behalf of the Client, including but not limited to, for settlement of transactions performed by or on behalf of the Client, for transfers of all amounts due by or on behalf of the Client to the Company or any other person.

9.11. The Client has the right to withdraw the available Digital Assets from the Client's Account without closing the Account.

9.12. The Client may at any time provide an Instruction and request to withdraw the Available Digital Assets from the Client's Account and in case of an Available Account Balance the Company shall process the Client's request on the next Business Day on which the withdrawal request was made, or on T+2 (where T is the day of receiving the Instruction) if the Client's request is received outside of normal trading hours.

9.13. Unless otherwise agreed in writing between the Parties, any amount payable by the Company to the Client shall be transferred directly to the Client's Digital asset wallet address created for Client's Digital Assets. The Balance shall be reduced by the transferring amount on the day the transfer request is received. The Company may decline a withdrawal request if the request is not in accordance with the provisions of this paragraph 8 of these Digital Assets Terms.

9.14. The Company reserves the right to refuse a withdrawal request from the Client with a specific Digital asset wallet address (network) and suggest another method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. If the Company is not satisfied with any documentation provided by or on behalf of the Client, the Company may, at its discretion, reverse the withdrawal Transaction and deposit the Digital Assets back into the Client's Account.

9.15. During the continuance of the Transactions with the Company, and until the complete settlement of all amounts due at any time by the Client to the Company, the Company shall, without prejudice to any of the Company's rights under the law or these Digital Assets Terms, have a general preferential lien upon all and/or any of the Client's Digital Assets at any time coming into its possessions, custody or power, in respect of and as security for any Digital Assets and liabilities which now are, or at any time hereafter may be due or owing by the Client to the Company in any manner whatever whether alone or jointly with any other person(s) and under whatever name, style or firm and whether such liabilities are actual or contingent, direct or collateral. The Company may, at its discretion, from time to time and without the Client's authorisation or prior notice, set off any amounts held on behalf and/or to the Client against any of the Client's debts (arrears) towards the Company and/or merge, consolidate or combine any Accounts of the Client with the Company. Unless otherwise agreed in writing by the Company and the Client, these Digital Assets Terms shall not entitle the Client to receive credit funds or facilities.

9.16. In the event that any amount received in the Client's Account is reversed by a blockchain or other third party at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's Trading Account and reserves the right to reverse any other type of Transaction effected after the date of the affected deposit. These actions may result in a negative Balance in all or any of the Client's Trading Account(s) and the Client hereby accepts such a negative Balance. The Company reserves the right to merge, consolidate or combine any Accounts of the Client with the Company.

9.17. The Client warrants and acknowledges the acceptance of the additional information (i.e. the Client read and understood the relevant information), including costs and fees regarding deposits and withdrawals provided for each Digital Asset and transfer method, which are available on the Company's website. The Company reserves the right to amend all such costs, expenses and fees at its discretion. Information on such amendments will be made available on the Company's website, which the Client shall regularly review during the term of these Digital Assets Terms.

9.18. By entering into this Agreement, the Client gives their consent and authorises the Company, where applicable, to transfer/hold Client's Digital Assets to another crypto asset service provider, bank, payment provider, or other institution, where the Client's Digital Assets will be segregated from Company's assets. The Client also agrees to deposit their Digital Assets in an Omnibus Account (if applicable).

9.19. The Client acknowledges and accepts that the Client`s Account may be subject to the Company's scrutiny of the Client's economic and investment profile and patterns, which may lead to a higher withdrawal fee applied to the Assets withdrawal if any of the criteria are met:

9.19.1. Digital Assets withdrawal less than 3 (three) months after such Digital Assets have been transferred to the Client's Account;

9.19.2. Digital Assets withdrawal if such Digital Assets have been purchased using Fiat Currency transferred to the Client's Account less than 3 (three) months before the said Digital Assets withdrawal;

9.19.3. Fiat Currency withdrawal if such Fiat Currency have been obtained by selling Digital Assets transferred to the Client's Account less than 3 (three) months before the said Fiat Currency withdrawal;

9.19.4. Abovementioned incoming and outgoing Fiat Currency transfers (without change of ownership) that will affect change in the Fiat Currency location jurisdiction.

9.20. At the same time, the Company may not impose a higher withdrawal fee on withdrawals under this paragraph 8 if the total amount already paid to the Company within the last 6 (six) months of the Client's fees is equal to or higher than the calculated higher withdrawal fee concerning the withdrawal under this paragraph 8 of the Digital Asset Terms.

9.21. The Company may establish a minimum deposit requirement of 1 (one) USD in Digital Assets for the Top-Up with conversion service or other deposits of Digital Assets. Any Digital Assets deposited below this minimum may be irrevocably withheld by the Company or third-party service providers.

9.22. The Company may also round up the amount of Digital Assets credited or debited according to the Company's internal algorithms. The algorithm can be provided to the Client by their request.

9.23. The Company shall execute the transfer of Digital Assets in a timely manner, and in accordance with the applicable blockchain network's performance standards. Unless otherwise agreed by the Parties, the Company aims to complete Digital Asset transfers within 3 (three) Business Days, taking into account the specific blockchain network used. This execution time is subject to the operational availability of the relevant blockchain network and may be extended due to network congestion or unforeseen delays.

9.24. The processing time regarding the Transaction can be extended due to compliance or for other compelling reasons.

9.25. The deposit of Digital Assets and reflection on the Client's Account depends on the specific blockchain network used, network load, and compliance issues. The number of block confirmations needed for the transfer of Digital Assets is established by the Company and should be irreversible on the network or considered sufficiently irreversible in case of probabilistic settlement taking into account the rules and circumstances of the relevant network. For deposits from external Digital Asset wallets to the Client's Account, apply a high number of confirmations for all Digital Assets to establish a higher level of certainty about the Transaction. The Company provides this information at the Client's request unless otherwise published in the Electronic System.

9.26. The Company reserves the right to refuse credit Digital Assets to the Client's Account in case of exceeding the level of tolerance to the quality of the credited Digital Assets according to internal ML/TF/PF and other Company's policies. The Company also monitors and supervises all such Transactions and properly documents them within Company's ML/TF/PF monitoring system.

10. CUSTODY POLICY

10.1. Subject to the provisions of the paragraph 3 above, the Company opens or arranges for the opening of such Accounts and Digital Asset wallets as are required to safeguard adequately the Client's rights in those Digital Assets in the event of the Company's insolvency, and to minimize the chance of loss or reduction of those Digital Assets.

10.2. The Company provides custodial wallet service under sub-paragraph 3.8 of these Digital Assets Terms.

10.3. The Company creates segregated, permanent, on-chain Proxy wallet addresses for each Client for deposit and identification of the Client's Digital Assets. The addresses of the proxy wallets are available on the Electronic Trading Platform. The Company has the right to transfer all Client's Digital Assets deposited to Proxy wallet addresses on Omnibus Account(s).

10.4. To the extent permitted by applicable laws and regulations, the Company may keep the Client's Assets out of a segregated account specially designated as "Client's Account" or "Omnibus Account" In this regard, the Company shall maintain Client's Custody Assets (as defined in sub-paragraph 3.8 above) in one or more = Omnibus Accounts (that combine the Digital Assets of multiple Clients) held in the name of the Company as a custodian. Notwithstanding the use of Omnibus Account(s), the Company shall maintain individual Client's Accounts that record, on a continuous basis, the ownership and the balance of each Client's Digital Assets. However, where the Custody Assets are subject to the applicable laws and regulations and separate agreements of the Parties, the Company may record Custody Assets in the name of the Client. If Custody Assets are held on an Omnibus Account, the Custody Assets may not be segregated or separately identifiable by the third-party custody provider and, in the event of a default by the Company or the third-party custody provider, may not be as well protected from any claims by the creditors.

10.5. The Company is responsible for the acts of the Company's nominee to the same extent as for the Company's own acts and accepts no liability for the failure of other custodians or third parties to fulfil their obligations.

10.6. The Company shall have no obligation to accept any Instructions regarding the custody, transfer or use of Digital Assets, and may, in its sole discretion (to the extent permitted by Applicable

Regulation), determine the manner, method and third-party service providers used for the safeguarding and administration of such Client's Digital Assets.

10.7. The Company maintains its own books and records in an internal system of its own Digital Assets and Digital Assets kept on behalf of Clients, in particular the Company keeps records about Clients' Digital Assets and means of access to Digital Assets held by Company.

10.8. The Company shall have the right to claim all amounts of any interest, payments or similar amounts to which the Client may be entitled in relation to Custody Assets in the Client's name and of which the Company are notified, but the Company shall not be responsible for claiming any entitlement or benefit the Client may have under any applicable taxation treaty or arrangement. For the avoidance of doubt, all such interest, payments, or similar amounts specified above shall become part of the Clients' Digital Assets and shall not become the property of the Company.

10.9. Where the Company appoints a custodian to hold Custody Assets, it may be an Affiliate of the Company.

10.10. Subject to the provisions of sub-paragraph 5.8 above, the Client shall be solely responsible for the assessment of risks in relation to the purchase and sale of Digital Assets and any actions performed (e.g. blockchain splits, forks).

10.11. The Company shall make no representations or warranties in relation to the Digital Assets. The Company shall also make no representations or warranties in relation to any opinions expressed to the Client in connection with any such Digital Assets or with investments in general, except for the provision of general description of the nature and risks associated with Instruments given to Clients or potential Clients.

10.12. Any technical or issuer actions notices may have been obtained from sources which the Company does not control and may have been translated or summarized. Although the Company may believe that such sources to be reliable, the Company have no duty to verify the information contained in such notices nor faithfulness of any translation or summary and therefore does not guarantee its accuracy, completeness or timeliness, and the Company shall not be liable to the Client for any loss that may result from relying on such notices.

10.13. In case of participation in an action of the issuer or technical network changes, the Client undertakes to submit to the Company an application for such participation no later than 5 (five) working days prior to such action.

10.14. During Client's participation in any mentioned action, the Company is obliged to include such action in the Client's report. Information, reflected in the Client's report, is considered to be correct and proving actual participation of the Client in the action.

10.15. The Company undertakes to exercise reasonable skill and care in performing its obligations to the Client under these Digital Assets Terms and take care of the Digital Assets with the same degree of reasonable skill and care as it would take care of its own similar assets in the relevant markets. Neither Party shall have any liability arising from these Digital Assets Terms or from any obligations which relate to these Digital Assets Terms for any indirect, special, punitive, or consequential loss or damage.

10.16. Additional information related to the Digital Assets transfers, safekeeping, and other activity related to providing custody and administration of crypto-assets service on behalf of Clients provided in the paragraph 8 and other terms of these Digital Assets Terms.

11. USE RESTRICTIONS

11.1. The Client shall not:

11.1.1. use any Service in unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Digital Assets Terms, or act fraudulently or maliciously (for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into any service or any operating system);

11.1.2. infringe the Company's intellectual property rights or those of any third party in relation to the use of any Service (to the extent that these terms do not license such use);

11.1.3. transmit any material that is defamatory, offensive or otherwise objectionable in relation to the use of any Service;

11.1.4. use any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Clients; and

11.1.5. collect any restricted and confidential information or data from the Company's systems or attempt to decipher any transmissions to or from the servers running the Service.

11.2. In the event of suspected or actual fraud, hacking, or any security threats relating to the Client's Digital Assets, the Company will promptly notify the Client via the email or the Electronic System. The notification shall include:

11.2.1. Details of the threat: A description of the issue and the impact on the Client's Digital Assets.

11.2.2. Preventive actions: Any immediate steps the Client must take to protect their Digital Assets, including changing passwords, enabling two-factor authentication, or freezing certain Transactions.

11.2.3. Further steps: A clear guide on how the Client can contact the Company's support for assistance and clarification.

12. AMENDMENTS

12.1. These Digital Assets Terms may be amended from time to time. Changes are usually made under the following circumstances:

12.1.1. if such an amendment is necessary pursuant to any amendment in the applicable law or as consequent to the publication of new regulations acts;

12.1.2. if such an amendment is necessary pursuant to any technical changes or operational changes in the Services;

12.1.3. in other cases, stipulated by the Company or by applicable laws and regulations.

12.2. Amendments to this Agreement shall enter into force:

12.2.1. if changes are provided as per changes of applicable law or publication of new regulations – within 1 (one) Business Day after the official publication;

12.2.2. in other cases – within 5 (five) Business Days after the official publication.

12.3. The Company shall notify the Client of the relevant amendment either in writing and/or by email or through the Company's website, or Electronic System.

12.4. If the Client disagrees with the amendments, the Client shall notify the Company of their non-consent as soon as possible and immediately stop using the Company's Services. The Company will initiate termination of the business relationship, and the Client will have an opportunity to withdraw their Digital Assets from their Account within a reasonable time. The Company may restrict all operations with the Account, except withdrawal, before the Account is terminated.

13. SUSPENSION, TERMINATION AND LIMITATION OF SERVICES

13.1. Any Party can terminate this Agreement by giving a prior written notice of termination to the other Party.

13.2. Any termination given by the Company may take effect immediately or on such later date as the notice may specify. Termination will be without prejudice to Transactions already initiated. In the case of such termination, all pending Transactions on behalf of the Client shall be cancelled and any Open Positions shall be closed.

13.3. The Client is required to provide the Company with outward transfer instructions as soon as reasonably practicable and where no such instructions have been received on or before the termination date, the Client will be subject to a separate fee accruing on their Digital Assets up to the date of withdrawal. The Client understands that the Company will not be able to return Assets to the Client unless Digital Assets held in the Client's Account are sufficient to make a transfer and cover related expenses. The Client acknowledges that no payment or transfer may be made unless all the necessary ML/TF/PF, sanctions or other checks have been completed. The Client understands that the payment or transfer will only be made to an account in the Client's name or Digital Asset wallet address. The Client agrees that no interest will be paid to the Client's Digital Assets held by the Company for the Client on or after the termination date.

13.4. The Client understands and agrees that where no instructions have been received for transferring Client's Digital Assets out on or before the termination date, the Company may (and the Client hereby irrevocably and unconditionally authorise the Company to) without prior notice or authorisation, sell, alienate, realize or otherwise transfer or dispose of to such person or persons and on such terms as the Company in its absolute discretion deem appropriate any or all the Digital Assets, which the Company is holding on the Client's behalf and transfer the proceeds to Digital Asset wallet address as the Client has most recently notified to us in Client's account documentation or Instruction.

13.5. The Company reserves the right to charge a fee in relation to Account in respect of which the Company has not received any instructions from the Client or on the Client's behalf for at least 1 (one) year. Such fee will be notified to the Client at the Client's last known address or email. Such fee may be deducted from any Digital Assets held by the Company on the Client's behalf. In case there are insufficient funds in such Account, the Client agrees that the Company may, in such manner and at such time as it in its absolute discretion deem appropriate, sell or liquidate any Client's Digital Assets, as the Company in its sole discretion may select, in order to deduct the amount of the fee from the proceeds.

13.6. Upon termination of this Agreement the Company will be entitled, without prior notice to the Client, to cease the access of the Client to the Company's Electronic Trading Platform.

13.7. The Company may terminate this Agreement immediately in the following events of default:

13.7.1. death of the Client;

13.7.2. if any application is made or any Order is issued, or a meeting is convened, or a resolution is approved or any measures of bankruptcy or winding up of the Client are taken;

13.7.3. such termination is required by any competent regulatory authority or body or court of law;

13.7.4. the Client violates any provision of these Digital Assets Terms or any other agreement between Parties and in the Company's opinion the Agreement cannot be implemented;

13.7.5. the Client involves the Company directly or indirectly in any type of fraud or illegal activity or the Company is aware or suspects of such Transactions;

13.7.6. the Company suspects that the Client's trading activity affects in any manner the reliability and/or smooth operation and/or orderly of the Company's Electronic Trading Platform;

13.7.7. the Client has failed to provide any information related to any investigation or/and verification;

13.7.8. the Client acts in a rude or abusive manner to employees of the Company;

13.7.9. false and/or misleading information provided by the Client or unsubstantiated declarations made herein.

13.8. The termination of this Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination of the Agreement and in the case of termination, the Client shall pay:

13.8.1. any pending fees/commissions of the Company, including the fee for the Trading Account closure, and any other amount payable to the Company;

13.8.2. any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of this Agreement;

13.8.3. any damages that arose during the arrangement or settlement of pending obligations under the Agreement;

13.8.4. The Company has the right to deduct all the above unpaid amounts and debts from the Client’s Account.

13.9. If, after the termination of this Agreement, any payments or Digital Assets received to the Account in relation to the Digital Assets, which are held by the Company on behalf of the Client, the Company has the right to deduct the commission fee for the operations on the closed Account against the amount received. The Client has the right to claim the amount of such payments or Digital Assets from the Company within 3 (three) years.

13.10. In case of Client’s Assets being in lockup or vesting period at the date of Account termination due to the purchasing Digital Assets at ICO or other issue prices, the Company freezes Digital Assets entangled in lockup or vesting period until lockup period expiration. All other Assets are processed as per these Digital Assets Terms and Client Account deems otherwise inactive. Upon the expiration of the lockup or vesting period, Digital Assets frozen in accordance with this paragraph are processed, after which the Account is closed, and the Agreement is terminated.

13.11. In cases provided by the applicable laws and regulations, including but not limited to requirements under the Financial Advisory and Intermediary Services Act, 2002 (FAIS) relating ML/TF/PF, the Company may suspend or block any Transaction involving the Client’s Digital Assets and shall not execute or transfer such Digital Assets until the competent authorities have provided the necessary clearance or instructions, as the Company deem appropriate in its sole discretion. Upon clarification of the above, the Company shall not transfer the Client’s Digital Assets to any third party or account other than the Client’s designated account, except as expressly required by the applicable laws and regulations or with the prior written consent of the Client in compliance with applicable regulatory requirements.

13.12. In the case of the Client's death, the Company shall close the Open Positions on the Client’s Account the same day as information of the Client’s death becomes available to the Company and ensures the safeguarding of Digital Assets on the Account of the deceased Client subject to the terms and conditions of these Digital Asset Terms. The Company may initially receive the information on the Client’s death from the Client`s heirs.

13.13. If the Client is a public person, the Company may recognize the fact of the Client's death on the basis of information obtained from a reliable public source.