DEUS X PAY

DEUS X PAY INTERNATIONAL LTD

TERMS AND CONDITIONS

SECTION A

BACKGROUND INFORMATION

1.1 Thank you for choosing **Deus X Pay International Ltd** ("**DXP**", "**we**", "**us**", and "**our**").

1.2 DXP and its Affiliates offer the DXP Services through the DXP Platform, where applicable. By entering into this Agreement, you will be granted access to the DXP Platform, which is provided by us.

1.3 From time to time, we, or other members of the DXP Group, will provide you with the DXP Services under separate Service Schedules, which incorporate the terms of this Agreement.

1.4 The entity entering into this Agreement is Deus X Pay International Ltd, a company registered with FINTRAC Canada as a Money Services Business under registration number: C100000383 and corporate access number: 2026416814, and registered as a Payment Service Provider (PSP) with the Bank of Canada (BOC), with its registered address at 5224C-7005, Fairmount DR SE Calgary, Alberta, Canada, T2H0K4.

1.5 Our Affiliates and members of the DXP Group that may provide you with the DXP Services and Partner Services from time to time may hold additional licences and authorisations in their respective jurisdictions for the services they provide directly to you.

1.6 The Affiliates and members of the DXP Group and/or any other Affiliate or member of the DXP Group that is incorporated or established in the future and is duly authorised or operationally capable of providing the relevant DXP Services or Partner Services, may be used to assist with and/or provide the DXP Services and Partner Services.

1.7 The Fees applicable to the DXP Services and the Partner Services will be set out in a separate Service Schedule and shared with you.

1.8 Certain DXP Services involve Digital Assets, which may result in you and/or your End-Users purchasing, exchanging, selling, holding or otherwise engaging with Digital Assets.

1.9 You should carefully consider whether purchasing, holding, or in any way engaging with Digital Assets is suitable for you, bearing in mind the risks associated with Digital Assets.

1.10 A summary of the risks associated with purchasing, holding or in any way engaging with Digital Assets is set out in the Risk Disclosure Schedule detailed in Section E.

1.11 Please see below a list of website links to DXP's supporting documentation for your additional information:

1.11.1 Privacy Policy: https://static.deusxpay.com/legal/privacy_policy.pdf;

1.11.2 Data Processing Addendum: http://static.deusxpay.com/legal/data_processing.pdf;

1.11.3 Cookie Notice: https://static.deusxpay.com/legal/cookie_notice.pdf; and

1.11.4 Risk Statement: https://static.deusxpay.com/legal/risk_disclosure.pdf.

SECTION B

ACCEPTANCE OF AGREEMENT

1.1 You will accept to be bound by the terms and conditions of this Agreement, either:

1.1.1 Via the DXP online onboarding process by clicking 'I agree' or 'submit'; or

1.1.2 By using the DXP Platform; or

1.1.3 By manually signing an Agreement sent to you (by electronic means).

1.2 Either way, you irrevocably offer to enter into this Agreement on the terms and conditions set out within this Agreement.

1.3 DXP will then consider your offer and may accept or reject it at its sole discretion.

1.4 This Agreement, together with the applicable Service Schedules for the DXP Services or the Partner Services, will only come into effect between you and DXP and the relevant DXP Service Partner, and will only become binding upon DXP and the relevant DXP Service Partner once:

1.4.1 You receive a Service Schedule setting out all applicable Fees for each of the DXP Services and the Partner Services (where applicable); and

1.4.2 DXP has confirmed that you have successfully completed DXP's verification process and onboarding checks, at which point in time DXP will start providing the DXP Services and any Partner Services you have applied for and are eligible to receive.

1.5 Where you decide to sign up for additional DXP Services or Partner Services (pursuant to this Agreement coming into operation and effect), the relevant Service Schedule(s) will only come into effect between you and DXP (or the applicable DXP Service Partner), and will only become binding upon DXP (or the applicable DXP Service Partner) once:

1.5.1 You receive a Service Schedule setting out all applicable Fees for each additional DXP Service;

1.5.2 The relevant Service Schedule addendum for the respective DXP Services has been signed by you; and

1.5.3 Your access to the additional DXP Services or Partner Services has been enabled on the DXP Platform or communicated to you in writing, unless otherwise specified in the relevant Service Schedule.

1.6 We may also issue you with an updated Service Schedule setting out all applicable Fees for each new DXP Service or Partner Service (as applicable).

1.7 DXP shall notify you in writing of any changes to this Agreement at least 30 (thirty) days before such changes take effect, unless otherwise required by Applicable Law.

SECTION C

INTERPRETATION AND GLOSSARY OF DEFINED TERMS

1 PRINCIPLES OF INTERPRETATION

1.1 The Agreement has been divided into different sections accompanied with headings for each section to make the Agreement an easier read. The headings are not intended to affect the way that this Agreement is interpreted.

1.2 Reference to "**you**" or "**your**", means you, your business or organisation. If two or more persons are compromised in the expression of "you" or "your" we mean each person separately and all of them jointly.

1.3 Unless expressly stated otherwise, references to "business day" or "business days" means any day (other than a Saturday, Sunday, or public holiday) when banks are generally open for business in England and Wales. Notwithstanding local business practices in other jurisdictions where services may be provided, for the purposes of this Agreement, the determination of a "business day" shall be based on the official business days in the United Arab Emirates.

1.4 Reference to a person, means any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency of department, state or agency of state or any other entity.

1.5 Reference to a statute or statutory provision, includes any subordinate legislation made under it and any modifications, amendments, extensions, consolidations, re-enactments and/or replacements of any of these from time to time.

1.6 References to the singular include the plural, and vice versa.

1.7 References to a gender include every gender.

1.8 Reference to writing includes e-mail and similar means of communication.

1.9 References to "**clauses**" and "**paragraphs**" are to clauses and paragraphs of this Agreement, as the context requires.

1.10 A reference to a "**party**" or the "**parties**" means you and/or us as the context requires.

1.11 The words "**include**", "**includes**", "**including**", "**in particular**" or any similar words or expression are for illustration or emphasis only and are not intended to limit the meaning or generality of the related general words.

1.12 Unless expressly stated otherwise in the Agreement, references to times of the day are expressed in the time zone of London, United Kingdom (being Greenwich Mean Time (GMT) or British Summer Time (BST) as applicable) in the 24-hour clock format.

1.13 Any obligation on you to do, or refrain from doing, any act or thing shall be deemed to include an obligation on you to procure that your Personnel also do, or refrain from doing, such act or thing.

1.14 In the event of any conflict or inconsistency between the English version of this Agreement and any translation thereof, the English version shall prevail.

2 GLOSSARY OF DEFINED TERMS

2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings, namely:

2.1.1 **"Affiliate"** means, in relation to a company, any holding company of it and any subsidiary or subsidiary undertaking of any such holding company, together with any other member of the DXP Group from time to time;

2.1.2 **"Agreement"** means these terms and conditions, together with all applicable Service Schedules governing the provision of the DXP Services;

2.1.3 **"AML"** has the meaning given to it in clause 2.2.3 of this Agreement;

2.1.4 **"API Documentation"** means any information, documentation, rules, guidance, approach documents, processes and procedures which we make available to you from time to time in respect of the DXP API;

2.1.5 **"Applicable Law/s"** means any laws, regulations, regulatory constraints, obligations or rules in Canada or any relevant jurisdiction that applies to the Agreement and this Addendum (including binding codes of conduct and binding statements of principle incorporated into such rules, together with the federal Personal Information Protection and Electronic Documents Act ("PIPEDA"), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act administered by the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC"), the Retail Payment Activities Act ("RPAA") administered by the Bank of Canada, and any applicable Canadian provincial private-sector privacy legislation (including Quebec's Law 25, Alberta's PIPA and British Columbia's PIPA)), interpreted where relevant in accordance with any guidance, code of conduct, or similar document published by a relevant regulatory authority;

2.1.6 **"Approved Sub-Licencee"** has the meaning given to it in clause 12.3 of this Agreement;

2.1.7 **"Authorised Users"** means the users authorised to access the DXP Platform;

2.1.8 **"Commencement Date"** means the date that this Agreement comes into effect in accordance with the acceptance provisions set out in Section B of this Agreement;

2.1.9 **"Confidential Information"** means the terms of this Agreement, and any information, except personal data, that is of a confidential and/or competitively sensitive nature, obtained by one party relating to the other party or the other party's business, service providers, clients, End-Users, Sub-Clients, DXP Service Partners, or customers in discussions relating in any way to this Agreement;

2.1.10 **"Control"** means either the ownership of at least 50% (fifty percent) of the issued share capital, or the legal power to direct or cause the direction of the general management and policies of the entity in question, or its holding supplier or parent undertaking. The terms "Controlled", "Controlling", "Controller" and "Controls" will have the corresponding meaning;

2.1.11 **"Cost of Goods"** means any costs, fees, charges, or expenses incurred by DXP in generating, facilitating, processing, delivering, safeguarding, or supporting the relevant transaction or revenue stream, including, without limitation:

2.1.11.1 Crypto-related network and transaction costs, such as gas fees for wallet sweeps, transfers and withdrawals;

2.1.11.2 Fiat-related banking and payment costs, including variable banking fees, Virtual IBAN fees, fixed or monthly account fees, and wire charges;

2.1.11.3 Conversion and liquidity costs, including fees paid to liquidity providers and any associated crypto or fiat transfer costs; and

2.1.11.4 Infrastructure, compliance, and operational costs, including Know-Your-Transaction services (e.g. blockchain analytics), onboarding and KYC/AML screening services, and wallet or security infrastructure,

the above Costs of Goods list is non-exhaustive, and may be updated, expanded, or adjusted by DXP from time to time, at its sole and reasonable discretion.

2.1.12 **"Data Protection Addendum"** means the data protection addendum to this Agreement, which is to be made available to you;

2.1.13 **"Data Protection Laws"** means all applicable data protection and privacy laws, including without limitation Regulation (EU) 2016/679 (EU GDPR), the UK General Data Protection Regulation (UK GDPR), the UK Data Protection Act 2018, the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), and any other Applicable Laws or regulations relating to privacy and data protection in any relevant jurisdiction;

2.1.14 **"Digital Assets"** means a digital representation of value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology, and for the purposes of this Agreement shall be limited to the following Supported Digital Assets: Tether (USDT), USD Coin (USDC), Bitcoin (BTC), and Ether (ETH);

2.1.15 **"Digital Assets"** means a digital representation of value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology;

2.1.16 **"Digital Asset Wallet"** means a hosted digital wallet on the DXP Platform and forming part of your DXP Account that is used to store, send and receive Supported Digital Assets;

2.1.17 **"Direct Third-Party Provider"** means a third party, that provides Direct Third-Party Services to you and with whom you have concluded a direct agreement or intend to conclude a direct agreement in respect of Direct Third-Party Services (excluding a DXP Service Partner);

2.1.18 **"Direct Third-Party Service"** means any service, wholly or partially, that is not provided by us under this Agreement and rather provided by a third party provider to you;

2.1.19 **"DXP", "We", "Us", "Our", "Deus X Pay International Ltd"** means Deus X Pay International Ltd, registered with FINTRAC Canada as a Money Services Business under registration number: C100000383 and corporate access number: 2026416814, and registered as a Payment Service Provider (PSP) with the Bank of Canada (BOC), with its registered address at 5224C-7005, Fairmount DR SE Calgary, Alberta, Canada, T2H0K4;

2.1.20 **"DXP Account"** means your account on the DXP Platform, to which your Wallets (including your Digital Asset Wallets and Fiat Wallets) are assigned, and through which you may access and utilise the DXP Services in accordance with this Agreement;

2.1.21 **"DXP API"** means the application programming interface described in more detail in the API Documentation that allows your system to connect to the DXP Platform;

2.1.22 **"DXP Banking Partner"** means the DXP partners or third party service providers who supply banking and/or payment services to DXP in order for DXP to provide the DXP Services;

2.1.23 **"DXP Group"** means DXP and all our Affiliates forming part of the DXP corporate group of companies;

2.1.24 **"DXP Liquidity Partner"** means the DXP liquidity partners who supply liquidity services to DXP in order for DXP to provide the DXP Services;

2.1.25 **"DXP Platform"** has the meaning given to it in the Service Schedule of this Agreement;

2.1.26 **"DXP Portal"** means the interface used to the access the DXP Platform;

2.1.27 **"DXP Services"** means conversion services that DXP and its Affiliates may provide to you from time to time under this Agreement and the Service Schedules (Service Schedule 1 - 6), including but not limited to the following:

2.1.27.1 access to the DXP Platform; and

2.1.27.2 any other ancillary services that may be provided from time to time;

2.1.28 **"DXP Service Partners"** means either (a) a member of the DXP Group listed under Section A of this Agreement, or (b) a third-party service provider of DXP for the Partner Services;

2.1.29 **"DXP Service Partner Agreement"** means any other separate agreement entered into between you and one or more DXP Service Partners (as applicable);

2.1.30 **"End-User"** means the third parties that interact with the DXP Services, such as your own customers or clients;

2.1.31 **"EU GDPR"** means Regulation (EU) 2016/679 of the European Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

2.1.32 **"Feedback"** has the meaning given to it in clause 12.6 of this Agreement;

2.1.33 **"Fiat Currency"** means a supported government-issued currency that is designated as legal tender in its country of issuance;

2.1.34 **"Fiat Wallet"** means a digital "wallet" on the DXP Platform and forming part of your DXP Account that is used solely for the purpose of representing the total value of all the available funds that you have transferred to us in traditional government-issued currencies;

2.1.35 **"Force Majeure Event"** means any circumstances beyond the reasonable control of the affected party, including riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, disaster, earthquake, extraordinary storm, lock-out or other industrial dispute, public internet failure, or changes in Applicable Law, to the extent that those circumstances materially affect the ability of the party relying on those circumstances to perform its obligations under this Agreement;

2.1.36 **"General Liability Cap"** has the meaning given to it in clause 14.3.1 of this Agreement;

2.1.37 **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be exercised by a skilled and experienced operator engaged in the same or a similar type of undertaking under the same or similar circumstances and conditions;

2.1.38 **"Incident"** has the meaning given to it in the Service Schedule of this Agreement;

2.1.39 **"Insolvency Event"** means the occurrence of any of the following events in respect of a party:

2.1.39.1 presentation of a bona fide petition for the winding up of that party which is not withdrawn or dismissed within 21 (twenty-one) days of presentation;

2.1.39.2 the application for an order or tabling of an effective resolution for winding-up that party, in either case other than for the purpose of a solvent reorganisation or amalgamation;

2.1.39.3 the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of that party;

2.1.39.4 an execution creditor, encumbrancer, receiver (including an administrative receiver) or other similar officer taking possession of the whole or material part of that party's property or assets;

2.1.39.5 that party making a composition with its creditors generally or the filing of papers at court seeking a moratorium in respect of it under Schedule A1 of the Insolvency Act 2000; and

2.1.39.6 that party is or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (g) any similar event to (a) - (f) occurs under the law of any other jurisdiction;

2.1.40 **"Intellectual Property Rights"** means any intellectual property rights comprising of trademarks, service marks, rights in trade names, business names, trading and company names, logos or get-up, patents, rights in inventions, registered and unregistered design rights, copyrights, database rights and all other similar proprietary rights in any part of the world (including know-how), including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations or any extension to such registrations;

2.1.41 **"Internal Audit"** has the meaning given to it in clause 17.3 of this Agreement;

2.1.42 **"KYC"** has the meaning given to it in clause 2.2.3 of this Agreement;

2.1.43 "**London Stock Exchange Group (Refinitiv)"** means the London Stock Exchange Group plc, acting through its Refinitiv business division, a third-party service provider engaged by DXP to provide market data, sanctions screening, and analytics services;

2.1.44 **"Loss"** means loss, liability, damage, cost, claim or expense of any kind and **"Losses"** will be construed accordingly;

2.1.45 **"Merchant Deposit Links"** means the merchant deposit links generated through the DXP Platform by the merchant to enable End-Users to deposit Fiat Currency or Supported Digital Assets for the purchase of goods or services, with the funds credited to the merchant's DXP Account once received and verified;

2.1.46 **"Net Revenue"** means the total revenue actually received by DXP, in respect of the relevant client, after deducting the Cost of Goods, or any other expenses or fees incurred by DXP in generating such revenue. The calculation of Net Revenue shall be determined by DXP in its sole discretion, acting reasonably;

2.1.47 **"OTC and Brokerage Channel"** means those digital media communication systems agreed to by us and you;

2.1.48 **"OTC and Brokerage Transactions"** means over-the-counter transactions involving the exchange of Fiat Currencies and/or Supported Digital Assets and *vice versa*;

2.1.49 **"Owner"** means a user referred to as a 'workspace owner', with specific access rights to the DXP Platform;

2.1.50 **"Partner Services"** means any services provided by a DXP Service Partner documented in a DXP Service Partner Agreement, subject to you entering into the relevant DXP Service Partner Agreement for such service;

2.1.51 **"PEP"** has the meaning given to it in clause 2.2.3 of this Agreement;

2.1.52 **"Personnel"** means, in respect of either party or either party's Affiliates, their directors, officers, employees, consultants, agents, servants, and contractors and such persons of their sub-contractors (as applicable to each party);

2.1.53 **"Policies"** means the policies, procedures, disclosures, and notices published on the Website from time to time, which are incorporated by reference into this Agreement:

2.1.54 **"Prevailing Market Price"** means the average of the daily closing prices of the relevant Digital Asset as determined by DXP with reference to the daily closing prices published by notable digital asset exchange providers;

2.1.55 **"Privacy Policy"** means DXP's privacy policy available on our Website;

2.1.56 **"Regulatory Authority"** means a regulatory authority with jurisdiction over one or both of the parties, the DXP Service Partners and the DXP Liquidity Partners and DXP

Banking Partners in relation to the provision or receipt of the DXP Services and the Partner Services or performance of the parties' obligations under this Agreement;

2.1.57 **“Reports”** means the account statement reports available on the DXP Platform;

2.1.58 **“Section A”** means Section A (Background Information) of this Agreement;

2.1.59 **“Section B”** means Section B (Acceptance) of this Agreement;

2.1.60 **“Section C”** means Section C (Interpretation and Glossary of Defined Terms) of this Agreement;

2.1.61 **“Section D”** means Section D (General Terms and Conditions) of this Agreement;

2.1.62 **“Section E”** means Section E (Risk Disclosure) of this Agreement;

2.1.63 **“Service Schedule”** means any Service Schedule issued to you from time to time which sets out the specific DXP Services, the manner in which those DXP Services will be provided, the applicable Fees, limits, operational requirements, and any service-specific terms, and which supplements and forms an integral part of this Agreement

2.1.64 **“Sub-Client”** has the meaning given to it in the Service Schedule of this Agreement;

2.1.65 **“Supervising Authority”** has the meaning given to it in the Data Protection Addendum to this Agreement;

2.1.66 **“Supported Digital Assets”** means only those particular Digital Assets as listed on the available in connection with the DXP Services;

2.1.67 **“Users”** means the Owner(s) and Authorised Users who have access to the DXP Platform;

2.1.68 **“Wallet(s)”** means the Digital Asset Wallet(s) or Fiat Wallet(s) forming part of your DXP Account; and

2.1.69 **“Website”** means https://www.deusxpay.com/**.**

SECTION D

GENERAL TERMS AND CONDITIONS

1 TERM

1.1 This Agreement will commence on the Commencement Date and will continue indefinitely until it is terminated in accordance with the terms of this Agreement or in accordance with Applicable Law.

2 YOUR OBLIGATIONS

2.1 General Obligations

2.1.1 To perform our obligations under the Agreement and in order for you to receive the DXP Services and the Partner Services, you will be required to undertake certain obligations and responsibilities as set out in this Agreement.

2.1.2 You will only use the DXP Services and/or the Partner Services for the purpose contemplated in this Agreement or a DXP Service Partner Agreement.

2.2 Legal and Regulatory Obligations

2.2.1 Due Diligence

2.2.1.1 You agree to comply with all Applicable Laws, and you agree to hold all the necessary permits, licences, authorisations and consents to perform your obligations under this Agreement.

2.2.1.2 You consent to us conducting due diligence checks on you, your Personnel, Approved Sub-Licencees, Sub-Clients and End-Users, which include, without limitation, know your customer ("**KYC**"), anti-money laundering ("**AML**") and politically exposed persons ("**PEP**") due diligence checks.

2.2.1.3 You will ensure that the appropriate consents have been obtained in order for us to conduct the due diligence checks.

2.2.1.4 The due diligence checks will be carried out prior to entering the Agreement, and may also be carried out on an ongoing basis during the term of the Agreement for us to comply with any Applicable Law and/or our own internal policies and processes.

2.2.1.5 Should any of the information and/or documentation you provide to us change or become inaccurate, you will ensure that the correct and updated information and/or documentation is provided to us as soon as reasonably possible.

2.2.1.6 To meet our regulatory obligations, we use specialist third-party screening and analytics providers. These providers include electronic identity and business verification tools, sanctions, politically exposed person and adverse media screening databases, and blockchain analytics tools which assess virtual asset addresses and on-chain activity for exposure to sanctioned, illicit or otherwise high-risk sources. In accordance with our Privacy Policy and Data Protection Addendum, we may add, change or replace these providers from time to time. We maintain more than one such provider so that our controls remain effective if any single provider is unavailable.

2.2.1.7 You consent to us monitoring, at our sole discretion, your instructions and transactions in terms of this Agreement for the purposes of preventing and detecting any illicit activity relating to, without limitation, money laundering, fraud, breach of sanctions and breaches of this Agreement.

2.2.1.8 You agree to conduct and take sole responsibility for carrying out the required KYC, AML, PEP, sanctions and other due diligence checks required in accordance with Applicable Law on all of your End-Users and Sub-Clients.

2.2.1.9 You acknowledge that it is your sole responsibility to ensure adequate customer due diligence is performed on your End-Users and Sub-Clients and you shall procure that your End-Users and Sub-Clients perform adequate due diligence on any parties involved in, or who have indirect access to, the DXP Services.

2.2.1.10 Should we reasonably believe that there are circumstances which may require us to reject or report a transaction to comply with Applicable Law or our internal policies, you agree to promptly provide us with your original due diligence documentation, as well as any other documentation we reasonably request.

2.2.2 **Risk Exposure**

2.2.2.1 You will ensure that the DXP Services and the Partner Services are not used to facilitate transactions for any industries or entities which do not comply with our Policies or as otherwise advised by us to you from time to time.

2.2.2.2 Failure to comply with this clause may result in us issuing you with cease-and-desist letters in relation to your activities, which you are compelled to immediately comply with.

2.2.2.3 You agree that the DXP Services and the Partner Services will not be facilitated or associated with business activities:

2.2.2.3.1 that were not disclosed and approved by us during our onboarding and due diligence processes prior to the Commencement Date and during the term of the Agreement; and

2.2.2.3.2 involving a jurisdiction that is prohibited or restricted in accordance with our Policies.

2.2.2.4 You agree to promptly notify us of any known or anticipated changes to your business model which may affect our assessment of your financial crime risk exposure.

2.2.2.5 These changes include, without limitation, changes to your beneficial ownership, change of Control (including sufficient details of the new Controller), changes to the type of financial crime risk exposures such as jurisdictional, industry or entity changes of your End-Users or Sub-Clients, and material changes to your financial crime systems and controls such as the appointment of a new money laundering regulatory officer.

2.2.3 **Request for Information**

2.2.3.1 Unless prohibited by any Applicable Law, you agree to promptly, or within the prescribed time frame communicated by us to you, provide us with all relevant and necessary information and/or documentation (including information and/or documentation relating to your End-Users, Internal Audit reports, due diligence procedures, as well as any partners or other third parties, which we reasonably require for transaction monitoring purposes), co-operation and assistance reasonably requested by us to comply with our obligations under this Agreement, any Applicable Law, our Policies or to respond to a request or recommendation of any Regulatory Authority, DXP Liquidity Partner, DXP Banking Partner or law enforcement authority.

3 DXP OBLIGATIONS

3.1 General Obligations

3.1.1 In supplying the DXP Services to you, we shall:

3.1.1.1 use reasonable endeavours to cooperate with you in any manner reasonably requested in connection with this Agreement, which includes providing timely support and necessary information and/or documentation;

3.1.1.2 perform the DXP Services in accordance with the terms of this Agreement; and

3.1.1.3 use Personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient numbers to ensure that our obligations are fulfilled.

3.2 Legal and Regulatory Obligations

3.2.1 We will strive to ensure that we:

3.2.1.1 have all the necessary permits, licences, authorisations and consents necessary for us to perform the DXP Services under this Agreement;

3.2.1.2 perform the DXP Services with the level of care, skill and diligence in accordance with Good Industry Practice; and

3.2.1.3 comply with any Applicable Law.

4 FEES

4.1 You will pay the Fees in accordance with the terms of this Agreement and the applicable Service Schedules issued to you upon acceptance of this Agreement.

4.2 We will process and deduct our Fees and charges from your balance at the same time we execute the relevant transaction for you.

4.3 This includes any other applicable Fees and charges, not related to the transactions processed on the DXP Platform, such as blockchain fees associated with processing Supported Digital Asset transactions and fiat withdrawal fees.

4.4 Subject to us complying with Applicable Laws, you agree and understand that we have the right to offset any and all debts or amounts owed to DXP, through the offset of balances in your DXP Account, where applicable.

4.5 From time to time, in accordance with this Agreement, we may also issue invoices in respect of Fees and charges, including any final invoices following termination of this Agreement.

4.6 You will pay us the Fees and charges specified in such invoices in accordance with the terms of such invoices.

4.7 You will also be responsible for payment of any reasonable Fees and charges incurred by us arising from, in connection with or as a result of information and/or documentation requests, investigations and/or suspension or termination of the DXP Services or the Partner Services caused by your actions or inactions, upon the production of an invoice from us to you.

4.8 Any funds held in your DXP Account or with any DXP Liquidity Partner or DXP Banking Partner will not earn any interest, unless otherwise specifically agreed in writing.

4.9 We are each responsible for determining and paying our respective taxes and submitting the required information to our respective local authorities.

4.10 All amounts payable under this Agreement by you, shall be paid in full without any counterclaim, deduction or withholding.

5 AMENDMENTS

5.1 Except where expressly provided for otherwise in a Service Schedule (and only in relation to that specific Service Schedule), we may update the DXP Services and the terms of this Agreement at any time in our sole discretion by providing you with 30 (thirty) days' notice, except for:

5.1.1 Any updates to the DXP Services that:

5.1.1.1 shall not have a material adverse impact to the DXP Services, including the DXP Platform; and/or

5.1.1.2 are operationally or technically critical for us to maintain continuation of the DXP Services or the Partner Services, including emergency maintenance;

5.1.2 Changes to the API Documentation; and/or

5.1.3 Changes that are required for us to comply with Applicable Laws or a mandatory direction of a Regulatory Authority,

in which case, we shall take steps to provide you with as much prior notice of such updates as reasonably practicable.

5.2 Where any such changes are materially adverse to you as compared to the previous existing terms, you may terminate this Agreement by providing us with 30 (thirty) days' prior notice, provided however, that such notice is served in accordance with clause 18.1 within 30 (thirty) days of the date we have notified you of the relevant update pursuant to this clause 5.2.

5.3 Notwithstanding this, you may at any time exercise your right to terminate this Agreement for convenience in accordance with clause 7.1.1.

5.4 Notwithstanding clause 5.1, we may from time to time update the terms of this Agreement in order to add additional DXP Services and/or features and enhancements to existing DXP Services.

5.5 If you choose to use a new DXP Service and/or new feature or enhancement during the relevant notice period in clause 5.1, then the effective date of the relevant amendment shall be the date that you first use the new DXP Service and/or new feature or enhancement.

6 SUSPENSION OF DXP SERVICES

6.1 We may immediately suspend some or all of the DXP Services or the Partner Services, including access to the DXP Platform, should we consider it necessary or appropriate to do so, where:

6.1.1 Continuing to provide the DXP Services or the Partner Services would pose a security, financial crime or legal risk to us or a DXP Service Partner, DXP Liquidity Partner or DXP Banking Partner;

6.1.2 We reasonably suspect unlawful or improper use of the DXP Services or the Partner Services;

6.1.3 You have provided materially incorrect or inaccurate information and/or documentation that would reasonably justify suspension of the DXP Services or the Partner Services;

6.1.4 You have failed to comply with our due diligence checks (including without limitation any of our KYC or AML or PEP checks or have failed to provide us with the necessary information and/or documentation we require, or that is requested by any DXP Service Partner, DXP Liquidity Partner or DXP Banking Partner, to carry out our due diligence checks;

6.1.5 You fail to adhere to any Applicable Law, the Policies, and/or any requirement imposed by a Regulatory Authority or law enforcement authority;

6.1.6 We are directed to do so by Regulatory Authority or law enforcement authority;

6.1.7 We are required to do so by a DXP Service Partner, a DXP Liquidity Partner or DXP Banking Partner;

6.1.8 We reasonably (in our exclusive judgement) suspect that you have failed to comply with the terms of this Agreement, and such failure to comply has a materially adverse impact on us or any of the DXP Services or the Partner Services, including using the DXP Services or the Partner Services contrary to the agreed permitted business activities;

6.1.9 You have failed to comply with any DXP Service Partner Agreement or may cause us to breach any of our agreements with a DXP Service Partner, a DXP Liquidity Partner or a DXP Banking Partner;

6.1.10 You have failed to make payment of any outstanding amounts due to us under this Agreement or any of your balances in your DXP Account have fallen below zero; and/or

6.1.11 We reasonably (in our exclusive judgement) determine that your financial position has deteriorated to the extent that you may not be able to fulfil your obligations under this Agreement, or that may affect our ability to fulfil our obligations under the Agreement.

6.2 Should we suspend some or all of the DXP Services, this may also result in a suspension of the Partner Services.

6.3 Conversely, a suspension of the Partner Services may also result in the suspension of the DXP Services.

6.4 Should we exercise our rights under clause 6.1 to suspend some or all of the DXP Services or the Partner Services:

6.4.1 We will not be liable for any Losses that you or your underlying End-Users or Sub-Clients suffer as a result of such suspension, subject to clause 14; and

6.4.2 We will provide you with prior notice where it is reasonable in the circumstances to do so, unless we are prohibited by any Applicable Law from doing so.

7 TERMINATION

7.1 Either party may terminate this Agreement (in whole or in part, including any Service Schedule):

7.1.1 For any reason by providing 30 (thirty) days' written notice to the other party;

7.1.2 With immediate effect if either party suffers a Force Majeure Event and within 30 (thirty) days of its occurrence, the Force Majeure Event has not been remedied or a plan to remedy the Force Majeure Event has not been agreed in writing between the parties;

7.1.3 With immediate effect if either party has materially breached this Agreement:

7.1.3.1 where such breach is not capable of being remedied; or

7.1.3.2 where such breach is capable of being remedied, but the breaching party fails to remedy the breach within 14 (fourteen) days of being notified of the breach in writing;

7.1.4 With immediate effect if an Insolvency Event affecting the other party occurs;

7.1.5 With immediate effect by giving written notice to the other party where with party is prevented from performing its obligations under this Agreement (except payment of Fees and charges) as a result of a Force Majeure Event and which continues for 15 (fifteen) consecutive days or more, provided that such termination notice is served within 30 (thirty) days' following the date of notification of a Force Majeure Event in accordance with clause 16.

7.2 DXP may terminate this Agreement (in whole or in part, including any Service Schedule, except where expressly provided for otherwise in a Service Schedule) with immediate effect and upon written notice, in any of the following circumstances:

7.2.1 You fail to comply with any Applicable Law or the terms of this Agreement;

7.2.2 We have given you written notice of any outstanding amounts due to us under this Agreement and you fail to rectify the non-payment for a period of 30 (thirty) days from the date of the written notice;

7.2.3 We reasonably believe that providing the DXP Services to you, may cause us to breach any Applicable Law or be penalised by a Regulatory Authority, or where we are directed to do so by Regulatory Authority;

7.2.4 We reasonably suspect unlawful or improper use of the DXP Services;

7.2.5 Some or all of your DXP Services have been suspended for an aggregate period exceeding 3 (three) months; or

7.2.6 You have failed to comply with any DXP Service Partner Agreement or may cause or have caused us to breach any of our agreements with a DXP Service Partner, a DXP Liquidity Partner or DXP Banking Partner.

8 CONSEQUENCES OF TERMINATION

8.1 Should this Agreement be terminated with you in whole by either party for any reason:

8.1.1 You will remain liable to us for any outstanding amounts due and payable to us and all amounts shall be due, owing and immediately payable;

8.1.2 We will not be liable to you for any Loss that you may suffer due to us processing instructions that were authorised by you prior to the date of termination of this Agreement;

8.1.3 All licences and other rights to Intellectual Property Rights granted under this Agreement will terminate on the date of termination of this Agreement;

8.1.4 You will return or destroy, at your sole option, all of our, or our Affiliates, Confidential Information in your possession or control;

8.1.5 Termination of this Agreement shall not affect any rights or obligations which may or have accrued or become due prior to the date of termination; and

8.1.6 Any DXP Service Partner Agreement will also be terminated.

9 RETURN OF FUNDS

9.1 Provided that you have fulfilled your payment obligations to us and except where we are prohibited under Applicable Law from doing so and as otherwise set out in a DXP Service Partner Agreement, any funds held in your DXP Account that are due and owing to you will be returned promptly to your nominated account or Digital Asset address (as applicable) as set out in the DXP Platform or dealt with in accordance with proper notice and instruction from a liquidator, receiver, administrator, or trustee (or similar person) appointed for you in bankruptcy (or similar procedure).

9.2 Any instruction received to return such funds or assets will be processed subject to the instructions being compliant with the applicable regulatory provisions.

10 UNCLAIMED FUNDS

10.1 If your DXP Account remains closed or dormant for a period of 5 (five) years or for a period as specified by Applicable Law, we may be required, upon the passage of applicable time periods, to report any remaining funds in your DXP Account as unclaimed property in accordance with the applicable Unclaimed Assets or Dormant Accounts regulatory and statutory provisions.

10.2 If this occurs, we will use reasonable efforts to give you written notice. If you fail to respond to any such written notice within 7 (seven) business days or as otherwise required by Applicable Law, we may be required to deliver any such funds to the applicable jurisdiction as unclaimed property in accordance with the applicable Unclaimed Assets or Dormant Accounts regulatory and statutory provisions.

10.3 We reserve the right to deduct an administrative fee resulting from such unclaimed funds, as permitted by Applicable Law.

11 CONFIDENTIAL INFORMATION

11.1 Each party shall keep confidential and prevent unauthorised access to, use or disclosure of Confidential Information, and will not copy, disclose, reproduce or use the other party's Confidential Information, except to the extent the disclosure, copying, reproduction or use is:

11.1.1 To a party's Personnel, professional advisors, potential financiers, a DXP Service Partner, a DXP Liquidity Partner or a DXP Banking Partner, service partners of DXP or your Direct Third-Party Providers, Approved Sub-Licencees or Sub-Clients, to the extent necessary to perform or receive the DXP Services or the Partner Services (as applicable), or otherwise to perform each party's respective obligations under this Agreement, and provided that:

11.1.1.1 such Personnel, professional advisors, potential financiers or your Direct Third-Party Providers and Sub-Clients are subject to confidentiality obligations equivalent to those in this clause 11; and

11.1.1.2 each party remains liable for the acts and omissions of such Personnel, professional advisors, potential financiers or your Direct Third-Party Providers and Sub-Clients;

11.1.2 Required to be disclosed by law, regulation, court order or other civil proceedings connected to this Agreement, provided that the other party shall receive prompt notice to allow for appropriate protective measures, where permitted by Applicable Law; or

11.1.3 Subsequent to the Confidential Information becoming publicly available (other than because of a breach of this clause 11).

11.2 Both parties agree to use the Confidential Information solely for the purpose of exercising its respective rights or performing its obligations under this Agreement.

12 INTELLECTUAL PROPERTY

12.1 Each party will retain ownership over its respective pre-existing Intellectual Property Rights, which for DXP includes the Intellectual Property Rights in the DXP Services.

12.2 Subject to clause 12.3, we grant you a non-exclusive, non-transferable, non-sub-licensable worldwide licence to use the Intellectual Property Rights in the DXP Services, solely to the extent necessary for you to receive and use the DXP Services, in accordance with the terms of this Agreement.

12.3 The Intellectual Property Rights licences granted to you under clause 12.2 are non-sub-licensable. With our prior written consent, you may grant a limited and revocable sub-licence of your rights under clause 12.2 to a Direct Third-Party Provider of your rights to the DXP Services to a Sub-Client ("**Approved Sub-Licencee**") to the extent necessary for you to receive and use the DXP Services in accordance with the terms of this Agreement and subject to:

12.3.1 You being fully responsible and liable for the acts and omissions of any Approved Sub-Licencee and their personnel; and

12.3.2 The Approved Sub-Licencee including its personnel, at all times complying with the same obligations imposed on you under the Agreement in relation to any element of the Intellectual Property Rights that is sub-licenced under clause 12.3.

12.4 Failure by you to comply with this clause 12 may result in us giving you written notice to terminate the sub-licence granted pursuant to clause 12.3 with immediate effect.

12.5 You grant us and the DXP Group a non-exclusive, royalty-free, worldwide, sub-licensable licence to use the Intellectual Property in the data and materials that are owned by you, and that you provide to us in connection with this Agreement to the extent necessary for us to perform our obligations under the Agreement.

12.6 You further grant us a perpetual, non-exclusive, worldwide, royalty-free, irrevocable, transferable and sublicensable right and licence to use, modify and reproduce any ideas, suggestions, comments, input, recommendations or enhancement requests provided by you or your Sub- Clients ("**Feedback**") in connection with the DXP Services.

12.7 Unless otherwise permitted in this Agreement, you will not, nor will you permit, authorise, assist or attempt to assist (whether directly or indirectly) any of your Personnel or third parties to:

12.7.1 Use any of our Intellectual Property Rights for any purposes other than the specific purpose that it has been licenced, or provided, to you in connection with this Agreement;

12.7.2 Modify, amend, alter, store, copy, duplicate, replicate, steal, create derivative works from, disclose, distribute, reverse engineer, reverse compile, disassemble or otherwise use all or any part of our Intellectual Property Rights (or attempt to do so or assist any third party to do so or attempt to do so);

12.7.3 Delete, remove or in any manner alter the copyright, trademark, or any other intellectual property notices contained within or relating to any of our Intellectual Property Rights or any other third parties' Intellectual Property Rights appearing on or in any DXP Services or any component thereof;

12.7.4 Circumvent, disable or otherwise interfere with security related features of the any of our Intellectual Property Rights or features that enforce limitations on use of any of our Intellectual Property Rights;

12.7.5 Use our Intellectual Property Rights on a service bureau or time sharing basis or to provide services to third parties not in accordance with this Agreement;

12.7.6 Distribute, copy, rent, lease, sublicence, assign, transmit, sell or otherwise transfer our Intellectual Property Rights or any of your rights therein;

12.7.7 Violate or abuse password protections governing access to our Intellectual Property Rights;

12.7.8 Interfere or attempt to interfere with the integrity or proper working of our Intellectual Property Rights;

12.7.9 Use our Intellectual Property Rights in any unlawful manner or in breach of this Agreement; or

12.7.10 Use our Intellectual Property Rights to conduct any comparisons, competitive analysis, penetration testing, vulnerability assessment, identified security vulnerability, or other benchmarking activities, either alone or in connection with any other service or hardware without our prior written consent.

12.8 Each party agrees to notify the other party as soon as reasonably possible in writing of any breach of clause 12 or if either party reasonably believes that there may be a breach of clause 12.

12.9 Each party shall defend and reimburse the other party in respect of any liability (including reasonable legal expenses) arising out of any third- party claim alleging that the use (in accordance with this Agreement) of any information, materials or data provided by one party to the other infringes the Intellectual Property Rights of a third party.

13 DATA PROTECTION

13.1 For the purposes of this clause 13, the lowercase terms "**controller**", "**joint controller**", "**processor**", "**personal data**" and "**process**" have the meanings set out in the Data Protection Laws.

13.2 You may refer to our Privacy Policy and Data Protection Addendum for reference on how we will process your personal data in connection with this Agreement as a controller subject to the provisions of clause 13.3 below.

13.3 We may also act as a joint controller or a processor where so determined by a Supervisory Authority and/or by a court of law.

13.4 Where we act as a joint controller or a processor, the relevant provisions relating to joint controllers and processors set out in the Privacy Policy and Data Protection Addendum will apply.

13.5 Each party acknowledges and agrees that the Privacy Policy and Data Protection Addendum shall be deemed to be incorporated into and form part of this Agreement.

14 LIABILITY AND DISCLAIMERS

14.1 **Unlimited Liability**

14.1.1 Notwithstanding any other provision of this Agreement, each party agrees that nothing in this Agreement will operate to exclude or limit:

14.1.1.1 either party's liability for fraud, death or personal injury arising from its negligence;

14.1.1.2 either party's liability under clause 12.9 or where any of our Intellectual Property Rights licenced to you have not been used in compliance with this Agreement;

14.1.1.3 any other amounts or charges, including Fees that you are obliged to fully pay to us under this Agreement;

14.1.1.4 any Loss associated where you failed to comply with your obligations under clause 2.2.3 of the Agreement; or

14.1.1.5 any other liability which cannot be excluded or limited by any Applicable Law.

14.1.2 Nothing in this Agreement limits your obligations to fulfil all of your payment obligations in relation to any transactions performed using the DXP Services and/or the Partner Services, and you shall remain liable to us in relation to any of these payment obligations to the extent that we fulfil them on your behalf.

14.1.3 The member of the DXP Group that has entered into a particular Service Schedule shall be solely and exclusively liable to you under the relevant Service Schedule.

14.1.4 Notwithstanding any provision in this Agreement or any Service Schedule to the contrary, no member of the DXP Group shall, under any circumstances, be considered a guarantor of, or otherwise liable for, the obligations of any other member of the DXP Group.

14.2 **Exclusion of Indirect and Consequential Liability**

14.2.1 Subject to clause 14.1:

14.2.1.1 neither party shall be liable for any Losses (whether in tort, contract, misrepresentation or otherwise) which constitute indirect, incidental, consequential, exemplary losses or special or punitive damages of any kind under this Agreement, as well as loss of profits, loss or corruption of data or loss of revenue, business, goodwill and/or investments (whether direct or indirect); and

14.2.1.2 we shall be responsible and liable to you for any Losses arising from or in connection with any act or omission by us in connection with the performance or contemplated performance of this Agreement to the extent that such Loss is the result of our fraud, wilful default or gross negligence, but we are otherwise not liable to you in connection with any such actions or omissions.

14.3 **Limitation of liability**

14.3.1 Subject to clauses 14.1 and 14.2, each party's total aggregate liability for all Losses shall be limited to the total Fees paid or payable under this Agreement during the 12-month period prior to the event giving rise to the Loss. In respect of any Losses arising from a breach of Data Protection Laws, this cap shall be increased to £1,000,000 (one million pounds sterling) together with the equivalent of the total Fees paid or payable under this Agreement during the 12-month period prior to the event giving rise to the Loss.

14.3.2 For the avoidance of doubt, you shall not be entitled to make a claim for damages or seek indemnification from any member of the DXP Group under this Agreement or a Service Schedule to the extent that you (or any of your Affiliates) have already made a claim for the same loss or damage under this Agreement or a Service Schedule against another member of the DXP Group.

14.4 **Disclaimers**

14.4.1 While we make reasonable efforts to ensure that the information provided through the DXP Services and the Partner Services are accurate, reliable and up to date, you acknowledge and agree that all the information provided in relation to the DXP Services and the Partner Services is provided “as is”.

14.4.2 Except as expressly set out in this Agreement, DXP makes no warranty, representation, guarantee or condition of any kind, express or implied, regarding the DXP Services, and specifically disclaims, to the maximum extent permitted by Applicable Law, all warranties, representations, guarantees and conditions (whether implied or otherwise), including in relation to merchantability, fitness for a particular purpose, and non-infringement.

14.4.3 DXP does not warrant that the DXP Services will meet your requirements, operate without interruption or be error free, bug free or uninterrupted.

14.4.4 Any instructions that we receive from you via an OTC and Brokerage Channel are at your own risk. Your acceptance of this Agreement shall constitute your consent to use the OTC and Brokerage Channels.

14.4.5 We will not be liable for any Losses that you may suffer as a result of using the DXP Services via the OTC and Brokerage Channels shall expressly be excluded from any warranty or service level relating to the DXP Services.

14.4.6 You acknowledge that using Digital Assets and blockchain-based solutions, networks and protocols may involve serious risks. It is your duty to learn about all these risks. DXP has no responsibility to alert you of all these risks. DXP has no control over, and makes no representations regarding the value of Digital Assets, or the security, functionality or availability of their networks or protocols. DXP does not own or control the underlying software protocols which govern the operation of Digital Assets. Digital Asset protocols are subject to changes in protocol rules which may materially affect the value, function, or name of the Digital Asset.

14.5 **Cybersecurity and Allocation of Risk**

14.5.1 You acknowledge and agree that no technology platform or internet transmission can be guaranteed to be entirely secure or free from error, vulnerabilities, malware or hacking attempts.

14.5.2 DXP does not warrant that the DXP Services will be completely secure, uninterrupted, error-free or free of viruses or other harmful components.

14.5.3 You are solely responsible for implementing and maintaining adequate security measures to protect your own systems, infrastructure, credentials and devices used to access the DXP Services.

14.5.4 Subject to clause 14.1, DXP shall not be liable for any Losses suffered or incurred by you arising out of or in connection with any cyber incident, including unauthorised access to the DXP Platform or your systems, denial of service attacks, malware, phishing, or data breaches, unless such Losses are directly caused by DXP’s gross negligence, fraud or wilful misconduct.

14.5.5 In the event of a cyber incident affecting the DXP Services or your use of the DXP Services, each party shall promptly notify the other party upon becoming aware of the incident.

14.5.6 Each party shall cooperate in good faith and provide reasonable assistance to the other in investigating, mitigating and responding to the incident.

14.5.7 You shall comply with any reasonable instructions issued by DXP intended to mitigate the impact of the incident and prevent further compromise.

15 WARRANTIES AND REPRESENTATIONS

15.1 Each party represents, warrants and undertakes throughout the term of this Agreement that:

15.1.1 It has the full legal right, power and authority to enter into this Agreement;

15.1.2 It will perform its obligations under this Agreement in accordance with Applicable Law;

15.1.3 It is duly constituted, organised and validly existing under the laws of the jurisdiction of its incorporation; and

15.1.4 Entering into, exercising and performing its obligations under this Agreement will not cause it to breach any Applicable Law, any provision of its constitutional documents, any agreement, licence or other instrument, order judgement or decree of any court, governmental agency, or Regulatory Authority to which it is bound.

15.2 Both parties agree that where either party becomes aware that it may be in breach of clause 15.1.4, that respective party is required to inform the other party as soon as practicable.

15.3 You represent, warrant and undertake that:

15.3.1 You are not infringing the rights of any third party by entering into, exercising and performing your obligations under this Agreement; and

15.3.2 All information you provide under this Agreement, including anyone acting on your behalf, to us, is accurate, complete and up to date.

16 FORCE MAJEURE AND INTERRUPTION EVENTS

16.1 Subject to complying with clause 16.2, neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement (except for payment of Fees) for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event.

16.2 The affected party shall promptly notify the other party in writing of the start of the Force Majeure Event (and in any case, no later than 10 (ten) days of becoming aware of the Force Majeure Event) and shall use all reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.

17 AUDIT RIGHTS

17.1 You shall keep complete, accurate and up to date records of information in connection with this Agreement, and shall ensure that such records are sufficient to enable us to verify your compliance with your obligations under this Agreement, a DXP Service Partner Agreement and/or Applicable Law.

17.2 Upon receipt of a written request from us, you shall promptly provide to us all documentation necessary for us to confirm your compliance with the terms of this Agreement. Where you do not provide such documentation, or where such documentation does not enable us (acting reasonably) to confirm that you are complying with the terms of this Agreement, you shall provide us and our auditors, on reasonable notice, with access to your Personnel, books and records, premises and equipment used in connection with the DXP Services for us to establish whether you are complying (or have complied) with the terms of this Agreement.

17.3 We may from time to time request that you conduct internal audits to review your compliance with your obligations under this Agreement and Applicable Law (including that its financial crime systems, processes, standards and control design are in compliance with the Applicable Law) ("**Internal Audit**").

17.4 This Internal Audit may be carried out:

17.4.1 Not more than once every calendar year;

17.4.2 If we reasonably suspects non-compliance with this Agreement; or

17.4.3 If there is a requirement for the Internal Audit to be conducted by Applicable Law.

17.5 The Internal Audit must be conducted by an appropriately qualified and licenced independent auditor, and each party shall bear its own cost, except that you shall reimburse us if the Internal Audit report reveals that you are in breach of your obligations under this Agreement, a DXP Service Partner Agreement or Applicable Law.

18 DOMICILIUM AND NOTICES

18.1 Subject to clause 18.2, notices for the attention of:

18.1.1 DXP, shall be sent to legal@deusxpay.com; and

18.1.2 You, shall be sent to the email address that you have provided us at the time of onboarding.

18.2 Any notices relating to the service of any proceedings or other documents by you to us in any legal action, shall be sent by registered post or courier to: 5224C-7005, Fairmount DR SE Calgary, Alberta, Canada, T2H0K4, with a copy of all documentation being sent by email to the attention of 'DXP Legal Team' at legal@deusxpay.com.

18.3 When we provide updates, servicing messages or other notifications from time to time in relation to this Agreement, the DXP Platform, the DXP Services or services of a DXP Service Partner, you will ensure that you, your Personnel and your Direct Third-Party Service Providers (as applicable) comply with such updates, servicing messages or other notifications, and respond and/or act as necessary in accordance with each such update, servicing message or notification.

19 ASSIGNMENT

19.1 We may assign, transfer or novate this Agreement or any Service Schedule and our rights and obligations under this Agreement or any Service Schedule within the DXP Group or to any third party.

19.2 You may not assign, transfer or novate your rights and obligations under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, except that you may assign, transfer or novate to any of your Affiliates, subject to providing us with 30 (thirty) days' prior written notice.

20 GENERAL

20.1 Except where otherwise agreed in a Service Schedule, this Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by the laws of England and Wales. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the London Court of International Arbitration (**LCIA**), which rules are deemed to be incorporated by reference into this clause 20 (available at https://www.lcia.org/Dispute_Resolution_Services/LCIA_Arbitration.aspx). The seat of arbitration shall be London, England. The language of the arbitration shall be English. The tribunal shall consist of a sole arbitrator.

20.2 We may engage subcontractors, vendors and third party providers from time to time, to provide some or all the DXP Services and subject to clause 14 we shall remain liable for the performance of the DXP Services.

20.3 Notwithstanding anything to the contrary in this Agreement, DXP may, at its sole discretion, make public announcements and use your name, trademarks, service marks, and logos for marketing, promotional, and commercial purposes, including (without limitation) use on its website, in presentations, proposals, marketing materials, and case studies, provided that:

20.3.1 such use is accurate and not misleading;

20.3.2 such use does not disclose Confidential Information or any non-public information relating to you; and

20.3.3 upon your reasonable written request, we shall promptly correct or remove any use that is shown to be reasonably inaccurate or materially misleading.

20.4 You shall not make, or permit any person to make, any public announcement concerning the subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between us, nor use the name, trademarks, service marks, or logos of DXP, without the prior written consent of DXP (such consent not to be unreasonably withheld or delayed), except as required by Applicable Laws, any Regulatory Authority, or any court or other authority of competent jurisdiction.

20.5 This Agreement, including (if any) its schedules, annexes, and any documents expressly incorporated by reference, constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous drafts, agreements, arrangements, understandings, or representations (whether written or oral) between them relating to such subject matter. Each party acknowledges and agrees that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause 20 shall limit or exclude any liability for fraud or fraudulent misrepresentation. For the avoidance of doubt, any prior non-disclosure agreements, heads of terms, letters of intent, or memoranda of understanding between the parties in relation to the subject matter of this Agreement shall cease to have any effect upon execution of this Agreement.

20.6 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver or abandonment thereof and shall not cause a diminution of the obligations established by this Agreement.

20.7 A waiver of any breach of the terms of this Agreement or of any default hereunder shall not be deemed a waiver or abandonment of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

20.8 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

20.9 The parties do not intend that any term of this Agreement shall be enforceable by any person who is not a party to it.

20.10 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect, which the parties agree shall include but not be limited to the clauses of this Agreement relating to: audit, limitations of liability, indemnities, warranties, data protection, confidentiality, intellectual property rights governing law and this survival clause.

20.11 This Agreement does not create a relationship of employee/employer, joint venture, pooling arrangement, principal/agency relationship, partnership, association or trust between the parties. DXP shall at all times be your service provider, and neither party shall have the right to bind the other without the other's express prior written consent.

20.12 Neither party shall at any time hold itself out to be an employee, agent or representative of the other party.

20.13 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, it shall (to the extent that it is invalid or unenforceable) be deemed to be severable and the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected. If the severed provision is fundamental to the achievement of the purpose of this Agreement, the parties will negotiate in good faith to remedy the invalidity, illegality or unenforceability of the provision or otherwise amend this Agreement to give effect to its purpose.

20.14 This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original. All the counterparts together shall constitute one and the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

SECTION E

RISK DISCLOSURE SCHEDULE

1 RISK DISCLOSURE SCHEDULE

1.1 You are strongly advised to read and understand the risks involved in the trading, holding, and custody of Digital Assets. Digital Assets are inherently volatile and high-risk. There is no guarantee against the loss of some or all of your funds. By using the DXP Platform and DXP Services, you acknowledge and agree that DXP shall not be responsible or otherwise liable for any direct or indirect loss or damage of any kind arising from any risk event described below.

1.2 The value of Digital Assets can be highly volatile. Their prices may fluctuate significantly in short periods due to factors such as market demand, technological changes, regulatory actions, or broader economic shifts. You may suffer substantial losses, including the total loss of capital.

1.3 Virtual Asset markets may experience low liquidity. Limited liquidity can make it difficult to execute trades at the desired price or volume. This may result in slippage, higher transaction costs, and delays in fulfilling or liquidating orders.

1.4 Regulatory risks remain a major concern in Virtual Asset markets. Changes in laws or regulations, or new enforcement actions by any Regulatory Authority across jurisdictions, may adversely affect your ability to hold, trade, or transfer Digital Assets. DXP may be required to restrict, suspend, or terminate DXP Services without notice in response to such regulatory developments.

1.5 There is a risk of Virtual Asset loss when incorrect wallet addresses are used. Digital Assets sent to incorrect or incompatible addresses may be irrecoverable. DXP does not accept responsibility for any transfer to an incorrect wallet address.

1.6 Due to their digital nature, Digital Assets are vulnerable to cybersecurity threats. Hacking attempts, security breaches, or software flaws may result in the theft or permanent loss of Digital Assets. You are responsible for maintaining robust security over your login credentials and associated access methods.

1.7 Operational and technology risks may arise from system failures, technical errors, or unplanned downtime on the DXP Platform or related infrastructure. These disruptions may result in delayed or failed transactions, temporary inaccessibility, and financial losses. If you lose access to your credentials or keys, you may be permanently unable to retrieve your assets.

1.8 You may inadvertently place incorrect orders, including wrong pricing, quantities, or Virtual Asset pairs. DXP does not accept liability for user errors. Additionally, access to the DXP Platform or DXP Services may be restricted or unavailable during Force Majeure events, extreme market conditions, or system failures, preventing timely liquidation or access to your Digital Assets.

1.9 Currency risk may arise where Digital Assets are quoted or traded against fiat currencies. Exchange rate fluctuations may negatively impact the value of positions denominated in foreign currencies.

1.10 If DXP becomes insolvent, you acknowledge that any available funds or assets may be distributed in accordance with the laws of the relevant jurisdiction. There is no guarantee that your funds will be returned in full or at all in such circumstances.

1.11 You are also exposed to the risk of service delays, errors, or defaults by third-party providers such as financial institutions, custodians, and payment processors. DXP shall not be liable for any acts or omissions of such third parties which result in Losses.

1.12 Unlike traditional financial markets, Virtual Asset markets offer limited investor protection. There may be no legal remedy or right of recovery in cases involving fraud, system failure, or theft. You remain solely responsible for ensuring compliance with Applicable Laws and for reporting and paying any taxes arising from your use of the DXP Platform and DXP Services.

1.13 The valuation of Digital Assets may be uncertain and subject to speculative forces. The market may act irrationally, and some Digital Assets may lose all value over time. In addition, technical failures or access issues on DXP's systems may restrict your ability to manage, access, or withdraw your assets.

1.14 Digital Assets may also carry heightened risk of exposure to financial crime, including fraud and money laundering. Transactions are irreversible and pseudonymous, and once a transaction is confirmed on the blockchain, it cannot be undone.

1.15 There is no guarantee that a merchant or counterparty who accepts Digital Assets today will continue to do so in future. You should be aware of the legal and commercial risks of relying on Digital Assets as a form of settlement or value transfer.

1.16 Virtual Asset activities conducted outside regulated jurisdictions may be unregulated or lightly regulated. These markets may lack transparency or effective recourse mechanisms. You who engage with offshore or unregulated services do so at your own risk.

1.17 Regulatory actions or changes by any competent Regulatory Authority may adversely affect the use, transfer, exchange, or value of any Virtual Asset. DXP may be required to halt DXP Services or restrict access as a result of such developments.

1.18 DXP's communications are not directed at or intended to induce any person in the relevant jurisdiction to engage in financial services, except where such communications are permitted in accordance with the laws and regulations of that jurisdiction, including communications directed at professional clients and market counterparties as defined under applicable regulations.