

DIGITAL ASSET TRADING AGREEMENT

MULTIBANK FX INTERNATIONAL
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DIGITAL ASSET TRADING AGREEMENT

This notice is provided to you (the “Client” or “you”) because you are considering dealing with Multibank fx international corporation (“hereinafter the Firm”) in Digital Asset Trading, including but not limited to the purchase and sale orders and facilitate the settlement of transactions (“Transactions”) relating to the purchase and sale of Digital Assets including Bitcoin, Ethereum or other crypto or digital assets authorised by us to be traded on our Platform.

Each is a “Party” and together, the “Parties”.

In consideration of each Party entering into this Digital Asset Trading Agreement and incurring obligations and giving rights under it, the Parties agree as follows:

RECITALS:

- (A) The Parties are experienced and knowledgeable with respect to digital assets and distributed ledger technology.
- (B) The Parties anticipate entering into one or more Transactions (as defined in Section 20) from time to time in accordance with this Digital Asset Trading Agreement.

WARNING TO COUNTERPARTY

Buying and selling Digital Assets can involve various risks. You can suffer Loss and that is a risk you should be able to take. If you do not understand the risks or are not willing to accept the risks or suffer Loss, you should not enter into transactions with MULTIBANK FX INTERNATIONAL CORPORATION. Before transacting, you must carefully assess and consider the risks, including those contained in any documents we make available to you and obtain all necessary professional advice you need.

You must decide for yourself whether you should participate in any transaction. Unless MULTIBANK FX INTERNATIONAL CORPORATION has agreed to do so in writing or applicable law requires us to do so, MULTIBANK FX INTERNATIONAL CORPORATION is not required to advise you on any transaction, protect your exposure to Loss or provide any warnings to you. You must carefully consider and monitor your own transactions. You must also understand and arrange appropriate custody for your Digital Assets.

Unless otherwise agreed by us in writing, anything MULTIBANK FX INTERNATIONAL CORPORATION, including any of its officers, employees or agents, may say to you is opinion only. You must not rely on it or hold MULTIBANK FX INTERNATIONAL CORPORATION liable for it, even if it is wrong. Similarly, you must not hold MULTIBANK FX INTERNATIONAL CORPORATION liable if MULTIBANK FX INTERNATIONAL CORPORATION fails to give you advice or recommendations or to prevent Losses. MULTIBANK FX INTERNATIONAL CORPORATION will not be liable for your Losses in any circumstances, except as expressly set out in this Digital Asset Trading Agreement or required by applicable law.

This Digital Asset Trading Agreement, including any applicable Schedules and Product Annexes to this Digital Asset Trading Agreement must be read in the context of any applicable Risk Disclosure Statement made available to you.

You acknowledge that you have read and understood the Risk Disclosure Statement and will contact MULTIBANK FX INTERNATIONAL CORPORATION and/or cease to use the Platform if you have any questions or concerns regarding the contents of the Risk Disclosure Statement.

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1. INTERPRETATION

1.1 Definitions

The terms defined in Section 20 and elsewhere in this Digital Asset Trading Agreement have the meanings specified for the purposes of this Digital Asset Trading Agreement.

1.2 Construction

Unless the contrary intention appears, in this Digital Asset Trading Agreement:

- (a) any reference to Digital Assets includes any part or fraction thereof;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise), and any variation, replace or novation thereof;
- (d) a reference to “day” means a 24-hour period between 00:00 and 24:00 British Virgin Islands time;
- (e) a reference to “person” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (f) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (g) a reference to “law” includes common law, principles of equity and legislation (including regulations) as amended or replaced;
- (h) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (i) a reference to “regulation” includes legislation and instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances, directives and proclamations) as well as instruments or orders issued or endorsed by Government Agencies and any licensing, registration or approval requirements under any of these;
- (j) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (k) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (l) a reference to anything (including an amount) is a reference to the whole and each part of it; and
- (m) a reference to “property” or “asset” includes any present or future, real or personal, tangible or intangible property, asset or undertaking and any right, interest or benefit under or arising from it.

1.3 Inconsistency

Any inconsistency between this Digital Asset Trading Agreement and any Confirmation, Product Annex, Schedule or the Platform Terms will be resolved according to the following order of precedence:

- (a) Confirmation;
- (b) Product Annex;

- (c) Schedule;
- (d) this Digital Asset Trading Agreement; and
- (e) the Platform Terms.

2. SINGLE AGREEMENT

All Transactions are entered into in reliance on the fact that this Digital Asset Trading Agreement and all Confirmations form a single agreement between parties (collectively referred to as this “**Digital Asset Trading Agreement**”)

3. REPRESENTATIONS

3.1 Making and repetition of representations

- (a) Each Party makes the representations contained in this Section 3 to the other Party on the date of this Digital Asset Trading Agreement.
- (b) The representations contained in this Section 3 will be deemed to be repeated by each Party on each date on which a Transaction is entered into.
- (c) The representations in Sections 3.6 and 3.7 will be deemed to be repeated by each Party on each date from the date of this Digital Asset Trading Agreement until the termination or expiration of this Digital Asset Trading Agreement.
- (d) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

3.2 Capacity and compliance

- (a) If a Party is a legal person, it has been duly incorporated or formed in accordance with the laws of its jurisdiction of its incorporation and formation, is validly existing under those laws and, if relevant under such laws, in good standing.
- (b) It has full legal capacity and all necessary power to enter into this Digital Asset Trading Agreement and any other documentation relating to this Digital Asset Trading Agreement to which it is a party, to comply with its obligations under this Digital Asset Trading Agreement, and to exercise its rights under this Digital Asset Trading Agreement. Each Party has taken all necessary action to authorise such execution, delivery and performance.
- (c) The entry by it into, its compliance with its obligations and the exercise of its rights under this Digital Asset Trading Agreement do not and will not violate or conflict with any applicable law, any provision of its constitutional documents (if the Party is a legal person), any order or judgment of any court or Government Agency applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.
- (d) All governmental and other consents that are required to have been obtained by it with respect to this Digital Asset Trading Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with.
- (e) Its obligations under this Digital Asset Trading Agreement are valid and binding obligations, and are enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors’ rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

3.3 Absence of certain events

No Default Event or Potential Default Event with respect to it has occurred and is continuing or would occur as a result from entry into this Digital Asset Trading Agreement or any Transaction.

3.4 Absence of litigation

No action, suit or proceeding at law or in equity or before any court, tribunal, Government Agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Digital Asset Trading Agreement or its ability to perform its obligations under this Digital Asset Trading Agreement is pending or, to its knowledge, threatened against it or any of its Affiliates.

3.5 Accuracy of specified information

All applicable information that is furnished in writing by or on behalf of it to the other Party and as set out in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

3.6 Counterparty tax representation

The Counterparty represents that for the purposes of this Digital Asset Trading Agreement it is tax resident in its jurisdiction of incorporation or domicile (as notified to **MULTIBANK FX INTERNATIONAL CORPORATION**) and such representation is at all times accurate and true, unless the Counterparty notifies **MULTIBANK FX INTERNATIONAL CORPORATION** in writing.

3.7 MULTIBANK FX INTERNATIONAL CORPORATION tax representations

MULTIBANK FX INTERNATIONAL CORPORATION represents that for the purposes of this Digital Asset Trading Agreement that it is tax resident in British Virgin Islands and such representation is at all times accurate and true, unless MULTIBANK FX INTERNATIONAL CORPORATION notifies the Counterparty in writing.

3.8 No agency

The Parties enter into this Digital Asset Trading Agreement and any Transaction made under this Digital Asset Trading Agreement as principal and not as agent of any person or entity.

3.9 No relationship

This Digital Asset Trading Agreement and any Transaction does not create any kind of partnership, joint venture, advisor, fiduciary, equitable, agency or trustee relationship or any similar relationship or legal arrangement between the Parties.

3.10 No custody

Except as otherwise agreed under a separate agreement signed by MULTIBANK FX INTERNATIONAL CORPORATION and the Counterparty, or as included in a Product Annex, MULTIBANK FX INTERNATIONAL CORPORATION does not act as the Counterparty's custodian in relation to any Fiat Currency, Digital Asset or Transaction.

3.11 Lawful owner

With respect to any Digital Asset or Fiat Currency that a Party offers or transfers to the other Party, whether as part of a Transaction or otherwise:

- (a) the transferring Party is the lawful owner of such Digital Asset or Fiat Currency;
- (b) the transferring Party has the absolute right to sell, assign, convey, transfer and deliver such Digital Asset or Fiat Currency; and
- (c) such Digital Asset or Fiat Currency is free of any Encumbrance.

4. COUNTERPARTY REPRESENTATIONS

4.1 Making and repetition of representations

- (a) The Counterparty makes the representations contained in this Section 4 to MULTIBANK FX INTERNATIONAL CORPORATION.
- (b) The representations contained in this Section 4 are deemed repeated by the Counterparty on each date that a Transaction is entered into.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

4.2 No reliance or advice

- (a) This Digital Asset Trading Agreement and each Transaction are suitable for the Counterparty, based upon its own judgement.
- (b) The Counterparty has made its own independent decision to enter into this Digital Asset Trading Agreement and each Transaction.
- (c) The Counterparty has obtained independent advice regarding this Digital Asset Trading Agreement and each Transaction, as it has considered necessary.
- (d) MULTIBANK FX INTERNATIONAL CORPORATION is not an adviser to the Counterparty, and has not advised the Counterparty in connection with this Digital Asset Trading Agreement or each Transaction.
- (e) The Counterparty is not relying on any communication of any kind from MULTIBANK FX INTERNATIONAL CORPORATION or made by MULTIBANK FX INTERNATIONAL CORPORATION as advice, recommendation or guarantee of result in connection with this Digital Asset Trading Agreement and each Transaction.

4.3 Evaluation and understanding

- (a) The Counterparty is capable of assessing and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Digital Asset Trading Agreement and any Transaction.
- (b) The Counterparty is capable of assuming, and assumes, all risks associated with this Digital Asset Trading Agreement and any Transaction.

4.4 Risk Disclosure Statement

The Counterparty has received, read and understood the Risk Disclosure Statement with respect to each Transaction.

5. TRANSACTIONS

5.1 Invitations

- (a) During the term of this Digital Asset Trading Agreement, a Party or its Authorised Person (the “**Invitor**”), through an Agreed Communication Method, may invite the other Party to provide an offer to either purchase or sell Digital Assets from or to, as applicable, the Invitor, on a principal to principal basis, indicating the amount of Digital Assets to be traded, and the direction of trade as either buying or selling (an “**Invitation**”).

- (b) If a Party or its Authorised Person (the “**Offeror**”) responds to an Invitor with an offer for Digital Assets through an Agreed Communication Method, such offer in respect of the Invitation will constitute a binding offer by the Offeror to conduct a Transaction, provided the following terms are clearly expressed:
- (i) the Ordered Digital Assets which are the subject of the Transaction;
 - (ii) the number of Ordered Digital Assets which are the subject of the Transaction;
 - (iii) the price of the Ordered Digital Assets, including the currency (whether Fiat Currency or further Digital Assets), which will be the purchase price of the Ordered Digital Assets;
 - (iv) the time, if any, at which the offer will expire and be deemed to have been rejected; and
 - (v) the Total Consideration,
- (together a communication that clearly expresses these elements is an “**Offer**”).
- (c) For the avoidance of doubt, a Party is under no obligation to make an Offer in response to an Invitation by an Invitor.
- (d) Unless otherwise agreed by MULTIBANK FX INTERNATIONAL CORPORATION, MULTIBANK FX INTERNATIONAL CORPORATION is under no obligation to make or accept an Offer if (x) where the Counterparty is a purchaser, the Counterparty has insufficient available funds in Relevant Fiat Currency or Digital Assets available for the Offer, as recorded by MULTIBANK FX INTERNATIONAL CORPORATION in the Account, to meet the Total Consideration; or (y) where the Counterparty is the seller, the Counterparty has insufficient available units of the Ordered Digital Asset in the Account to meet the relevant Offer (together with (x), each a “**Prefunding Condition**”); or (z) the Offer is unclear, ambiguous or incomplete in MULTIBANK FX INTERNATIONAL CORPORATION’s sole opinion.
- (e) An Offer will expire and be deemed to have been rejected 15 seconds from the making of that Offer, unless an Offer is stated to have been expired by an Invitor or MULTIBANK FX INTERNATIONAL CORPORATION before that time period.
- (f) If, after receiving an Offer from an Offeror through an Agreed Communication Method, the Invitor accepts the Offer through an Agreed Communication Method before the expiration of that Offer, then the Transaction is agreed on the terms of the Offer, and is (in the absence of manifest error) deemed to be a final and binding agreement between the Parties in respect of that Transaction.
- (g) Notwithstanding the foregoing, MULTIBANK FX INTERNATIONAL CORPORATION may reverse or cancel an Order or Transaction if, in MULTIBANK FX INTERNATIONAL CORPORATION’s opinion:
- (i) such Order or Transaction may (x) have the effect, or is likely to have the effect, of creating a false market or misleading appearance of active trading in any Digital Asset or with respect to the market for, or the price of, any Digital Asset; or (y) result in a finding of market misconduct in any jurisdiction by MULTIBANK FX INTERNATIONAL CORPORATION;
 - (ii) the Ordered Digital Asset is subject to a Trading Halt; or
 - (iii) there is a manifest error in such Order or Transaction.

5.2 Confirmations

- (a) Upon the Parties agreeing to a Transaction as specified above and subject to Section 5.3, MULTIBANK FX INTERNATIONAL CORPORATION must send to the Counterparty a Confirmation (which may also be titled “Trade Confirmation” or similar) to confirm and evidence the Transaction as soon as practicable,

but in any event by the end of the Business Day following the Invitor accepting the Offer. The Parties agree that such Confirmation will be sufficient for all purposes to evidence a binding Transaction.

- (b) Confirmations may only be:
 - (i) sent through the Agreed Communication Method; and
 - (ii) made by MULTIBANK FX INTERNATIONAL CORPORATION's Authorised Person.
- (c) The Confirmation must confirm the details of the Transaction, in substantially the form attached as Schedule A.
- (d) If the Counterparty does not confirm the terms set out in a Confirmation or notify MULTIBANK FX INTERNATIONAL CORPORATION of any errors in a Confirmation within 30 minutes of the time stamp on the Confirmation, the Counterparty will be deemed to have agreed to, and confirmed, the terms set out in the Confirmation.
- (e) MULTIBANK FX INTERNATIONAL CORPORATION will not provide reporting of the Transaction for the purposes of any applicable law.

5.3 Condition Precedents for Payment and Delivery by MULTIBANK FX INTERNATIONAL CORPORATION

- (a) MULTIBANK FX INTERNATIONAL CORPORATION's performance of its payment and delivery obligations under Section 7 are subject to the condition precedents that no Default Event or Potential Default Event with respect to the Counterparty has occurred or is occurring.
- (b) If the condition precedents are not satisfied, MULTIBANK FX INTERNATIONAL CORPORATION is not obliged to make any payment or delivery under a Transaction until the condition precedents are all satisfied.

5.4 Transaction may also be governed by other provisions

Without limiting any provision of this Digital Asset Trading Agreement, all Transactions are subject to:

- (a) if applicable, the Platform Terms;
- (b) the rules, directions, decisions and requirements of MULTIBANK FX INTERNATIONAL CORPORATION, in each case as communicated in writing by MULTIBANK FX INTERNATIONAL CORPORATION to the Counterparty from time to time;
- (c) the customs and usages of the Platform and any Affiliate of MULTIBANK FX INTERNATIONAL CORPORATION or third party service providers that MULTIBANK FX INTERNATIONAL CORPORATION uses to perform the Transaction, in each case as communicated in writing by MULTIBANK FX INTERNATIONAL CORPORATION to the Counterparty from time to time;
- (d) applicable laws, including Financial Crime Regulations; and
- (e) in the case of any Order or Confirmation sent to the Counterparty by MULTIBANK FX INTERNATIONAL CORPORATION, the correction of any manifest errors and material omissions in that Order or Confirmation by MULTIBANK FX INTERNATIONAL CORPORATION, as communicated by MULTIBANK FX INTERNATIONAL CORPORATION in writing.

5.5 Position limits and position management controls

- (a) MULTIBANK FX INTERNATIONAL CORPORATION may, from time to time, impose trading and position limits, and position management controls, on the Counterparty, including limits and controls to

mitigate and manage MULTIBANK FX INTERNATIONAL CORPORATION's own liquidity, operational, credit and other risks, at any time, without prior notice and without giving reasons.

- (b) The Counterparty agrees to comply with any limits or controls imposed by MULTIBANK FX INTERNATIONAL CORPORATION under Section 5.5(a).
- (c) MULTIBANK FX INTERNATIONAL CORPORATION may monitor the Counterparty's positions against the limits or controls imposed by MULTIBANK FX INTERNATIONAL CORPORATION under Section 5.5(a).
- (d) To ensure compliance with any trading positions or limits set by MULTIBANK FX INTERNATIONAL CORPORATION under Section 5.5(a), MULTIBANK FX INTERNATIONAL CORPORATION may require the Counterparty to limit, terminate, or reduce positions which it may have at any time, and MULTIBANK FX INTERNATIONAL CORPORATION may decline to execute an Order, or to suspend the Counterparty's access to any system, or to effect settlement of any one or more Transactions, or to take any other action that MULTIBANK FX INTERNATIONAL CORPORATION considers appropriate in the circumstances.
- (e) The Counterparty indemnifies MULTIBANK FX INTERNATIONAL CORPORATION, its Affiliates, and their respective officers, directors employees or agents, against any Loss suffered by MULTIBANK FX INTERNATIONAL CORPORATION, its Affiliates, their respective officers, directors, employees or agents as a result of the Counterparty's breach of any limits or controls imposed by MULTIBANK FX INTERNATIONAL CORPORATION under Section 5.5(a), provided that the existence of such limits or controls have been notified to the Counterparty.

5.6 Authority of Authorised Persons

- (a) Each Party is entitled to rely on notices, consents, communications and other actions (including instructions and the exercise of any discretions or elections) that appear to have originated from the other Party or its Authorised Persons.
- (b) The notices, consents, communications and other actions referred to in Section 5.6(a) are binding on each Party. A Party must indemnify and hold harmless the other Party from all Loss incurred in reliance on those notices, consents, communications or other actions.
- (c) Where a Party ("X") has accepted that its Authorised Persons may communicate instructions to the other Party ("Y") by way of an Agreed Communication Method, Y is not required to verify the identity of those Authorised Persons in that Agreed Communication Method and is entitled to rely on any instructions (including any Invitation or acceptance of an Offer) communicated via an Agreed Communication Method.
- (d) The Counterparty agrees to provide MULTIBANK FX INTERNATIONAL CORPORATION with evidence of due authority and specimen signatures for each Authorised Person upon request.

6. CALCULATIONS

6.1 Calculation agent

- (a) MULTIBANK FX INTERNATIONAL CORPORATION is the calculation agent for each Transaction and calculations are carried out by MULTIBANK FX INTERNATIONAL CORPORATION, acting in a commercially reasonable manner and in good faith.
- (b) The calculation agent is, subject to the relevant Confirmation, responsible for:
 - (i) calculating any rates, amounts, periods and dates (including changes to any of them) specified in the Confirmation or as designated by the Parties;
 - (ii) giving notice to the Parties of such rates, amounts, periods and dates;

- (iii) determining the value in Fiat Currency of any Digital Asset;
 - (iv) effecting or calculating any Fiat Currency or Digital Asset conversion necessary or desirable for the purposes of any Transaction (including in connection with the calculation of any Settlement Amount);
 - (v) calculating any netting or set-off in accordance with Section 8.
- (c) The calculations and determinations of the calculation agent are final and binding on the Parties in the absence of manifest error.

6.2 Adjustments

- (a) If, in MULTIBANK FX INTERNATIONAL CORPORATION's sole opinion, any event or circumstance, including any Network Event or Default Event, occurs that adversely affects MULTIBANK FX INTERNATIONAL CORPORATION's ability in determining the amount payable to or by the Counterparty in respect of any Transaction and such circumstances continue for a period of not less than 2 Business Days, MULTIBANK FX INTERNATIONAL CORPORATION may make such adjustments to the method used or to be used to determine the amount payable to or by the Counterparty in respect of any Transaction in accordance with MULTIBANK FX INTERNATIONAL CORPORATION's customary practices or market practice of which MULTIBANK FX INTERNATIONAL CORPORATION is aware (if any).
- (b) Adjustments made in accordance with Section 6.1(a) are binding and conclusive as against the Parties.

7. SETTLEMENT

7.1 Each Party must make the payments and deliveries and perform other obligations required by a Transaction:

- (a) using the Platform, unless otherwise agreed;
- (b) in accordance with:
 - (i) the relevant Confirmation;
 - (ii) this Digital Asset Trading Agreement; and
 - (iii) the Platform Terms (if applicable);
- (c) in the amount specified in the relevant Offer; and
- (d) in freely transferable and immediately available Fiat Currency and/or Digital Assets, without set-off, counterclaim or deduction or withholding (including on account of any Tax) unless:
 - (i) required by law; or
 - (ii) permitted under this Digital Asset Trading Agreement.

7.2 The Counterparty shall settle the relevant Transaction using its available funds or balance in the Account.

7.3 From time to time, MULTIBANK FX INTERNATIONAL CORPORATION may agree to offer Digital Asset Services to the Counterparty without the Counterparty first satisfying the Prefunding Conditions on the following settlement terms:

- (a) in relation to any Transaction, the Counterparty will make the relevant payment in Fiat Currency by the immediately following Banking Day (in the case of purchasing Digital Assets) or deliver the relevant Digital Assets (in the case of selling Digital Assets) within 24 hours of the Parties' entering to such Transaction (each such deadline, a "**Settlement Deadline**"); and

(b) notwithstanding paragraph (a), MULTIBANK FX INTERNATIONAL CORPORATION may, in its sole discretion, request the Counterparty to settle any Transaction prior to the relevant Settlement Deadline and the Counterparty shall make such payment and delivery accordingly.

7.4 As promptly as is reasonably practicable following receipt of the Relevant Fiat Currency or Ordered Digital Asset from the Counterparty, MULTIBANK FX INTERNATIONAL CORPORATION shall make the relevant payment or delivery by the immediately following Banking Day.

7.5 Prior to the occurrence or effective designation of a Termination Time in respect of a Transaction, if the Counterparty fails to make payment or delivery hereunder, it will be obliged to pay interest (before as well as after judgment) on the overdue amount to MULTIBANK FX INTERNATIONAL CORPORATION on demand in the same currency as the overdue amount, for the period from (and including) the Settlement Deadline to (but excluding) the date of actual payment or delivery at a rate of (i) in respect of Digital Assets, 0.05% per day or as notified by MULTIBANK FX INTERNATIONAL CORPORATION from time to time; or (ii) in respect of Fiat Currencies, an annual rate equal to 3% over the then current best lending rate for such currency offered by a respectable bank with goodstanding from time to time.

8. NETTING AND SET-OFF

8.1 Netting

If, on any Payment Netting Day, the Parties have payment and delivery obligations in the same Fiat Currency or the same Digital Asset in respect of two or more Transactions, then MULTIBANK FX INTERNATIONAL CORPORATION may elect for such Fiat Currency to be paid, or such Digital Asset to be delivered, on a net basis so that such obligations will be automatically satisfied and discharged and, if, in respect of the same Fiat Currency or the same Digital Asset, the aggregate amount that would otherwise have been payable by one Party exceeds the aggregate amount that would otherwise have been payable by the other Party, replaced by an obligation upon the Party by which the larger aggregate amount would have been payable to pay to the other Party the excess of the larger aggregate amount over the smaller aggregate amount. For the purpose of this Section 8.1, “**Payment Netting Day**” means any calendar day based on the local time of the Road Town of British Virgin Islands.

8.2 Set-off

If an amount is payable by one Party (“**Payor**”) to the other Party (“**Payee**”) under this Digital Asset Trading Agreement (including a Termination Amount), then at MULTIBANK FX INTERNATIONAL CORPORATION’s option and after giving notice to the Counterparty, the Payor’s obligation to make payment of such amount will be reduced by way of set-off against any other amounts payable by the Payee to the Payor, whether or not arising under this Digital Asset Trading Agreement, matured or contingent and irrespective of the currency, asset type or place of payment. To the extent that such other amounts are so set off, those amounts will be discharged promptly and in all respects. For this purpose, any amounts subject to set-off hereunder may be converted by MULTIBANK FX INTERNATIONAL CORPORATION into the Termination Currency at the rate of exchange at which MULTIBANK FX INTERNATIONAL CORPORATION would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount in such Termination Currency.

8.3 MULTIBANK FX INTERNATIONAL CORPORATION’s other rights

MULTIBANK FX INTERNATIONAL CORPORATION’s right to net and/or set-off under this Section 8 is in addition to any other right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which MULTIBANK FX INTERNATIONAL CORPORATION is at any time otherwise entitled or subject whether under this Digital Asset Trading Agreement or by operation of applicable law.

9. NETWORK EVENT

9.1 Infrastructure Participant and Network Participant

If any Infrastructure Participant or Network Participant:

- (a) gives a direction, or makes a decision or election which affects a Transaction; or
- (b) becomes insolvent, is suspended from operating or undergoes a Network Event,

then MULTIBANK FX INTERNATIONAL CORPORATION may take any action which MULTIBANK FX INTERNATIONAL CORPORATION, in its sole discretion, considers appropriate to correspond with the direction, decision, election or event (including a Network Event), or to mitigate any loss incurred or potential loss or impact which may be incurred as a result of such action or event. Any such action will be binding on the Counterparty (including, where relevant, making any decision or election in relation to a Network Event, any Forks, Airdrops or network protocol decisions).

9.2 Cooperation and enquiries

Where any Infrastructure Participant, Network Participant or any regulatory body makes an enquiry which relates to any Transaction under this Digital Asset Trading Agreement, the Counterparty agrees to co-operate with MULTIBANK FX INTERNATIONAL CORPORATION and that any information relevant to the enquiry may be passed to any MULTIBANK FX INTERNATIONAL CORPORATION Affiliate, or any Infrastructure Participant, Network Participant or Government Agency, as may be appropriate.

9.3 Network event

On each occasion of a Network Event, MULTIBANK FX INTERNATIONAL CORPORATION in its sole discretion, taking into account any market practice, may determine:

- (a) in the event of a Fork, which version of the Fork is recognised and supported, and where necessary to take any action or make any election required to implement such recognition and support of that Fork;
- (b) in the event of an Airdrop, whether to credit any Digital Assets received by MULTIBANK FX INTERNATIONAL CORPORATION to the account held in the Counterparty's name, and upon what terms to do so, such decision regarding the Airdropped Digital Assets remains with MULTIBANK FX INTERNATIONAL CORPORATION at all times;
- (c) in the event of a Network Event which results in loss of ownership or control of Digital Assets, how such loss is apportioned; and
- (d) whether to halt trading in a specific Digital Asset, the Platform generally, or any other activities for any period of time, which period of time may also be extended in MULTIBANK FX INTERNATIONAL CORPORATION's sole discretion in accordance with the Platform Terms.

10. DEFAULT EVENT

10.1 Events constituting Default Events

The occurrence at any time of any of the following events constitutes a Default Event:

- (a) failure by a Party to make, when due, any payment or delivery under this Digital Asset Trading Agreement required to be made by it, including amounts to be paid or delivered by the Counterparty under Sections 5.6 or 7;
- (b) the Counterparty or an Authorised Person of the Counterparty disaffirms, disclaims, repudiates or rejects, in whole or in part, this Digital Asset Trading Agreement or any Transaction, or otherwise cancels or reverses any Transaction;
- (c) a Party makes, repeats or is deemed to have made or repeated a representation that proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;
- (d) a Party is Insolvent;

- (e) a Party acts fraudulently or dishonestly;
- (f) breach by the Counterparty of any applicable laws or requirement of any Government Agency, including any Financial Crime Regulation;
- (g) any other failure by a Party to comply with or perform any agreement or obligation to be complied with or performed by the Party in accordance with this Digital Asset Trading Agreement if such failure is not remedied within 7 Business Days after notice of such failure is given to the Party.

The Party in respect of which a Default Event has occurred and is then continuing is the “**Defaulting Party**”.

10.2 Notification

A Party must immediately notify the other Party if it becomes aware of the occurrence of a Default Event.

11. TERMINATION

11.1 Early Termination

We may terminate this Agreement and close your account at any time for any reason; this right is in addition to any other rights to terminate this Agreement or close your account that we may have under this Agreement.

11.2 Termination Events

The occurrence at any time of any of the following events constitutes a Termination Event:

- (a) a Party is prevented from completing a Transaction, or it becomes impossible or impracticable for a Party to complete a Transaction, due to a force majeure event that is beyond the control of the Party to overcome, having used reasonable commercial efforts, including without limitation, acts of war and terrorism, insurrection, civil disorder, acts of God, industrial action, acts of state, or any other operational or technical failures; or
- (b) it is or becomes unlawful for either Party to carry out its obligations or to exercise its rights under this Digital Asset Trading Agreement or any Transaction because of an event (other than any action taken by the Party) that arises after an Offer is accepted.

The Party in respect of which a Termination Event has occurred and is then continuing is the “**Affected Party**”.

11.3 Right to terminate

- (a) If, at any time, a Default Event or a Termination Event has occurred and is then continuing, the non-Defaulting Party (in the case of a Default Event) or the non-Affected Party (in the case of a Termination Event) may, by notice to the other Party specifying such event, designate a time not earlier than 2 hours after such notice is delivered (the “**Termination Time**”) upon which all Transactions shall be terminated. For the purpose of this Section 11.3(a), any notice sent by Agreed Communication Method will be deemed effective immediately upon delivery.
- (b) From the Termination Time:
 - (i) all Transactions are terminated; and
 - (ii) the Calculating Party shall determine the amount, if any, payable in respect of such Termination Time (the “**Termination Amount**”), which may be subject to the exercise of set-off under this Digital Asset Trading Agreement. The Termination Amount will be an amount equal to:
 - (A) the sum of the Settlement Amounts under all terminated Transactions; plus

- (B) the Unpaid Amounts owing to the Calculating Party; minus
- (C) the Unpaid Amounts owing to the non-Calculating Party,

in each case, converted into the Termination Currency at the rate of exchange at which the Calculating Party would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount in such Termination Currency.

If the Termination Amount is positive, the non-Calculating Party shall pay it to the Calculating Party and if it is negative, the Calculating Party will pay the absolute value of the Termination Amount to the non-Calculating Party.

11.4 Payment on termination

- (a) On or as soon as reasonably practicable after the Termination Time, the Calculating Party will send the non-Calculating Party a notice specifying the Termination Amount calculated and the day by which such amount is payable. If no such day is specified, the Termination Amount shall be payable, in the case of:
 - (i) a Termination Time which occurs as a result of a Default Event, on the first Banking Day following the day on which the notice is given; or
 - (ii) a Termination Time which occurs as a result of a Termination Event, on the day which is 2 Banking Days after the day on which the notice is given.
- (b) If the Counterparty does not pay the Termination Amount in accordance with Section 11.4, MULTIBANK FX INTERNATIONAL CORPORATION may, in addition to any other rights MULTIBANK FX INTERNATIONAL CORPORATION may have, exercise its rights of set-off under Section 8.

12. CONFLICTS OF INTEREST

12.1 Counterparty acknowledgments

The Counterparty acknowledges and agrees that:

- (a) the nature of the activities contemplated by this Digital Asset Trading Agreement may give rise to MULTIBANK FX INTERNATIONAL CORPORATION having an interest in any Digital Asset that is the subject of a Transaction and that there may be other circumstances where a conflict of interest arises between the Counterparty's interests and those of other counterparties of MULTIBANK FX INTERNATIONAL CORPORATION or MULTIBANK FX INTERNATIONAL CORPORATION, an MULTIBANK FX INTERNATIONAL CORPORATION Affiliate or one of their respective officers, employees or agents;
- (b) MULTIBANK FX INTERNATIONAL CORPORATION may exercise its rights and remedies under this Digital Asset Trading Agreement even if this involves a conflict of interest or MULTIBANK FX INTERNATIONAL CORPORATION has a material interest in a Digital Asset. MULTIBANK FX INTERNATIONAL CORPORATION is not liable to notify the Counterparty of, or account to the Counterparty for, any benefits whatsoever resulting from any such material interest or conflict of interest, nor is MULTIBANK FX INTERNATIONAL CORPORATION responsible for any Loss which may result.

12.2 Activities of the Parties

- (a) A Party is not liable or under any obligation:
 - (i) to account to the other Party for any benefit it received for dealing with, or providing services to, others; or

- (ii) disclose to the other Party any fact or thing which may come to its notice in the course of dealing with, or providing services to, others or in the course of its business,
in any other capacity or in any manner.

- (b) In addition to MULTIBANK FX INTERNATIONAL CORPORATION's proprietary interest under each Transaction, MULTIBANK FX INTERNATIONAL CORPORATION and its Affiliates may take proprietary positions or undertake proprietary activities, including hedging transactions related to a Transaction or in relation to an Account, that may affect the market price, rate or other market factors underlying the Transaction or Account.
- (c) The Counterparty consents that, without any further notice from MULTIBANK FX INTERNATIONAL CORPORATION, when it enters into any Transaction with the Counterparty, MULTIBANK FX INTERNATIONAL CORPORATION's shareholders, Affiliates, directors, officers, agents and/or employees may be the counterparty to the Counterparty during such Transaction for any proprietary account or an account in which any of them has a direct or indirect interest.

12.3 Use of third parties

The Counterparty acknowledges and agrees that MULTIBANK FX INTERNATIONAL CORPORATION:

- (a) may use third party exchanges and custodians at its discretion to effect any Transaction;
- (b) may be unable to provide the Transaction if the services of appropriate third party exchanges or custodians are not available, either at all or on commercially reasonable terms; and
- (c) is not liable for the acts, omissions or unavailability on reasonable commercial terms or any Losses sustained in connection with the use, of such third party exchanges or custodians, provided that MULTIBANK FX INTERNATIONAL CORPORATION exercises reasonable care in their selection.

13. LIMITATION OF LIABILITY

13.1 Liability for Loss

- (a) MULTIBANK FX INTERNATIONAL CORPORATION is not liable for any Loss arising out of or relating to:
 - (i) this Digital Asset Trading Agreement; or
 - (ii) any Transaction,

whether for breach of contract, tort, negligence, or other form of action or theory of liability, and irrespective of whether MULTIBANK FX INTERNATIONAL CORPORATION or the Counterparty has been advised of the possibility of any such Loss, unless such Loss is a reasonably foreseeable consequence and arises directly from MULTIBANK FX INTERNATIONAL CORPORATION or its Affiliates' gross negligence, wilful default or fraud.

- (b) MULTIBANK FX INTERNATIONAL CORPORATION will not be responsible or liable for (i) incidental, consequential, exemplar, indirect or punitive damages arising out of or relating to the Digital Asset Trading Agreement; or (ii) the acts or omissions of its Affiliates or any third party.

13.2 Limitation of Loss

Without prejudice to Section 13.1, under no circumstances will MULTIBANK FX INTERNATIONAL CORPORATION's liability in relation to a Transaction exceed the value of the consideration actually received by MULTIBANK FX INTERNATIONAL CORPORATION under that Transaction.

13.3 Specific liabilities

- (a) This Section 13.3 is without prejudice to the generality of Sections 13.1 and 13.2.
- (b) Tax and other charges:
 - (i) neither MULTIBANK FX INTERNATIONAL CORPORATION nor its Affiliates accepts any liability for any adverse Tax, accounting, regulatory or other implications of any Transaction; and
 - (ii) the Counterparty is solely responsible for all Tax, duties and levies payable with respect to any Transaction.
- (c) Unauthorised use

MULTIBANK FX INTERNATIONAL CORPORATION will not be liable for any Loss, liability, cost or expense whatsoever arising from Counterparty's unauthorised access to the Agreed Communication Method or, if applicable, use of the Platform. The Counterparty will, on demand, indemnify, protect and hold MULTIBANK FX INTERNATIONAL CORPORATION harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Platform or accessing MULTIBANK FX INTERNATIONAL CORPORATION's Digital Asset Services through use of the Counterparty's designated passwords, systems, devices and Agreed Communication Method, whether or not the Counterparty has authorised such use.

13.4 Disclaimer of warranties

- (a) The Counterparty acknowledges and accepts that MULTIBANK FX INTERNATIONAL CORPORATION makes no representations or warranties, express or implied, with respect to any Digital Asset.
- (b) To the extent possible, all warranties, express or implied, including without limitation any implied warranties of merchantability and fitness for a particular purpose, are disclaimed by MULTIBANK FX INTERNATIONAL CORPORATION.

14. TAX

14.1 Deduction or withholding for Tax

- (a) If a Party ("X") is required by law to deduct, withhold or pay an amount in respect of Tax from a payment made to the other Party ("Y") under or as contemplated by this Digital Asset Services Agreement, then the parties agree that X will:
 - (i) deduct or withhold the amount on account of the Tax;
 - (ii) make any payment in connection with that deduction or withholding to the relevant Government Agency within the time allowed and in the minimum amount required by law; and
 - (iii) be required to pay an additional amount to Y to ensure that the net amount actually received by Y will equal the full amount Y would have received had no such deduction or withholding been required, except where such deduction or withholding for tax would not have been imposed but for a present or former connection between the jurisdiction of the taxation authority imposing such tax and Y or a person related to Y.

14.2 VAT

- (a) Unless expressly stated otherwise in this Digital Asset Trading Agreement, all consideration to be provided under or in connection herewith is exclusive of any applicable VAT.

- (b) If VAT is imposed on any supply made under or in connection with this Digital Asset Trading Agreement, for which the consideration is not expressly stated to include VAT, the recipient agrees to pay to the supplier an additional amount equal to the VAT payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:
 - (i) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note in accordance with the rules of the applicable VAT law;
 - (ii) if the additional amount differs from the amount of VAT payable by the supplier, the parties must adjust the additional amount; and
 - (iii) this Section 14.2 does not apply to the extent that the VAT on the supply is payable by the recipient under the rules of the applicable VAT law.
- (c) If either Party is required under this Digital Asset Trading Agreement to indemnify the other Party, or pay or reimburse costs of the other Party, that Party agrees to pay the relevant amount less any tax credits to which the other Party is entitled.
- (d) For the purposes of this Section 14.2, “VAT” means any value added tax, goods and services tax or similar tax.

14.3 Tax Reporting Requirements

MULTIBANK FX INTERNATIONAL CORPORATION and its Affiliates may collect, store and process information obtained from the Counterparty or otherwise in connection with this Digital Asset Trading Agreement and the Transactions for the purposes of complying with various tax laws (including FATCA and Common Reporting Standards, as applicable), including disclosures to Government Agencies. The Counterparty acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection laws, data privacy laws, or banking secrecy laws. The Counterparty will ensure (and warrants) that, before it or anyone on its behalf discloses information relating to any third party to MULTIBANK FX INTERNATIONAL CORPORATION in connection with this Digital Asset Trading Agreement or the Transactions, that third party has given such consents or waivers as are necessary to allow MULTIBANK FX INTERNATIONAL CORPORATION to collect, store and process information relating to those third parties for the purposes of such regulatory compliance.

15. COUNTERPARTY PROVISION OF INFORMATION

MULTIBANK FX INTERNATIONAL CORPORATION may, from time to time, request the Counterparty to provide information and documents that are within its possession, custody or control that MULTIBANK FX INTERNATIONAL CORPORATION reasonably considers as necessary for the purposes of complying with any Financial Crime Regulation, ongoing customer due diligence requirements or regulations applicable to MULTIBANK FX INTERNATIONAL CORPORATION. The Counterparty shall comply with such request as soon as reasonably practicable.

16. MISCELLANEOUS

16.1 Rules of construction

No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of, or seeks to rely on, this Digital Asset Trading Agreement or any part of it.

16.2 Titles and subtitles

The titles and subtitles used in this Digital Asset Trading Agreement are provided for convenience only and must not be considered in construing or interpreting this Digital Asset Trading Agreement.

16.3 Non-Waiver of Rights MULTIBANK FX INTERNATIONAL CORPORATION

- (a) Unless this Digital Asset Trading Agreement expressly states otherwise:
 - (i) a Party may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection with this Digital Asset Trading Agreement in its sole discretion (including by imposing conditions); and
 - (ii) if a Party does not exercise a right, power or remedy in connection with this Digital Asset Trading Agreement fully or at a given time, a Party may still exercise it later.
- (b) Any decisions of a Party in respect of this Digital Asset Trading Agreement are in its sole and absolute discretion unless otherwise stated and a Party is under no obligation to provide any reasons for any decision made in relation to this Digital Asset Trading Agreement

16.4 Assignment

- (a) This Digital Asset Trading Agreement is binding on and inures to the benefit of the Parties and their respective successors, heirs, personal representatives, and permitted assigns.
- (b) A Party may not assign or delegate its rights or obligations hereunder without the other Party's prior written consent, which may not be unreasonable withheld or delayed, except that MULTIBANK FX INTERNATIONAL CORPORATION may assign its rights or obligations under this Digital Asset Trading Agreement to its Affiliates by providing Counterparty with prior notice.

16.5 Severability

- (a) If any provision of this Digital Asset Trading Agreement is held to be illegal, void, unenforceable or invalid, whether in whole or part, under the laws of any jurisdiction, that portion will be severed, and such illegality, unenforceability or invalidity will not affect the legality, enforceability or validity of the remaining provisions of this Digital Asset Trading Agreement in that jurisdiction or in any other jurisdiction.
- (b) This Section 16.5 has no effect if the severance:
 - (i) would alter the basic nature of this Digital Asset Trading Agreement; or
 - (ii) be contrary to public policy.

16.6 Confidentiality

- (a) Save to the extent permitted in 16.6, each Party agrees to not disclose, and to otherwise keep confidential, all Transactions, the existence or nature of any relationship between the Parties, the name of the other Party or the fact that the Parties engaged in any Transaction.
- (b) Each Party may disclose information regarding this Digital Asset Trading Agreement to its affiliates and its accountants and attorneys.
- (c) If either Party is compelled by law, rule or regulation (including the request of any regulatory or self-regulatory authority or court of competent jurisdiction), to disclose such information, the Party compelled to disclose will, to the extent legally permissible, provide the other Party with prompt written notice of such requirement before such disclosure.
- (d) A Party consents to the disclosure by the other Party of any information or data in connection with or relating to the other Party, this Digital Asset Trading Agreement and/or any Transaction, to the extent that the Party making the disclosure determines it is required or desirable to respond to any request

from an Infrastructure Participant, including for the purpose of effecting any wire transfers of Fiat Currency.

- (e) The confidentiality obligations set forth in this Section 16.6 survive the termination of this Digital Asset Trading Agreement.

16.7 Counterparts

- (a) This Digital Asset Trading Agreement may be executed in one or more counterparts, each of which when so executed and delivered will be an original, but all such counterparts taken together constitute one and the same instrument.
- (b) Transmission by email of an executed counterpart of this Digital Asset Trading Agreement is deemed to constitute sufficient delivery of such counterpart.

16.8 Notices and other communications

- (a) Other than Orders or Confirmations, any notices, consents or other communications (together, “**communications**”) required or permitted to be sent or given under this Digital Asset Trading Agreement by either of the Parties must be:
 - (i) in writing;
 - (ii) in the English language; and
 - (iii) deemed properly served if:
 - (A) delivered personally;
 - (B) sent by registered or certified mail, in all such cases with first class (or equivalent) postage prepaid and return receipt requested;
 - (C) delivered by a recognised overnight courier service; or
 - (D) sent via email or Agreed Communication Method,to the address or email address stated in Schedule B (in respect of MULTIBANK FX INTERNATIONAL CORPORATION) or to the address stated in Schedule C or the Registered Email (in respect of the Counterparty).
- (b) Any communication made by MULTIBANK FX INTERNATIONAL CORPORATION through the Platform will be deemed to comply with Section 16.8(a), and deemed to be received in accordance with Section 16.8(c)(D).
- (c) A communication made in accordance with Section 16.8(a) from MULTIBANK FX INTERNATIONAL CORPORATION to the Counterparty will be deemed received:
 - (A) at the time of delivery, if personally delivered;
 - (B) 5 Business Days after sending, if sent by registered or certified mail or by recognised overnight courier service, or upon the sender receiving a return receipt, whichever is earlier;
 - (C) if sent via email or Agreed Communication Method on a Business Day, that Business Day; otherwise, the next following Business Day; and

(D) if delivered via other electronic means, 24 hours after MULTIBANK FX INTERNATIONAL CORPORATION sends it.

(d) A communication made in accordance with Section 16.8(a) from the Counterparty to MULTIBANK FX INTERNATIONAL CORPORATION will be deemed received when MULTIBANK FX INTERNATIONAL CORPORATION actually receives it in legible form. If that occurs after 5:00PM on a Business Day, or at any time on a non-Business Day, the relevant communication is taken to be received at 9.00AM on the next Business Day and takes effect from that time unless a later time is specified.

16.9 Digital signatures

(a) Communications, including Orders and Confirmations, that are digitally signed and supported by a digital certificate have the same validity, admissibility and enforceability as if signed in writing.

(b) Any notice or communication that is digitally signed must comply with any applicable law.

16.10 Recording of communications

Subject to any applicable law, the Counterparty agrees that MULTIBANK FX INTERNATIONAL CORPORATION may, without further disclosure to, or consent from, the Counterparty:

(a) record and monitor its telephone conversations, electronic messages of any kind and other correspondence with the Counterparty or an Authorised Person (and the Counterparty confirms it is authorised to provide consent on behalf of the Authorised Person);

(b) use the recorded conversations, transcripts, messages or other records of correspondence for its internal compliance purposes, in any dispute in connection herewith and in any other manner not prohibited by applicable law; and

(c) disclose such conversations, transcripts, messages or other records of correspondence to any applicable Government Agency or as otherwise required by applicable law.

16.11 Personal data

(a) The Counterparty acknowledges that:

(i) MULTIBANK FX INTERNATIONAL CORPORATION's use, disclosure and other processing of the Counterparty's personal data (including, where applicable, through lawful use of third parties, agents or data processors with whom MULTIBANK FX INTERNATIONAL CORPORATION has contractual arrangements to prevent unauthorised or accidental access, processing, erasure, loss or use of the Counterparty's data) is permitted by any relevant applicable data protection law (including but not limited to the Personal Data (Privacy) Ordinance), because it is:

(A) necessary for the purposes of MULTIBANK FX INTERNATIONAL CORPORATION's legitimate interests (which are not overridden by prejudice to the Counterparty's privacy); and/or

(B) necessary so that MULTIBANK FX INTERNATIONAL CORPORATION is able to comply with applicable law;

(b) MULTIBANK FX INTERNATIONAL CORPORATION may retain the Counterparty's personal data for at least 7 years following the termination of this Digital Asset Trading Agreement, or such time as MULTIBANK FX INTERNATIONAL CORPORATION may be required to hold personal data under any applicable law.

- (c) The Counterparty hereby expressly consents that MULTIBANK FX INTERNATIONAL CORPORATION may disclose or transfer, whether outside of British Virgin Islands or not, the Counterparty's personal data in connection with MULTIBANK FX INTERNATIONAL CORPORATION's exercise of its right under Section 16.4 to assign its rights or obligations hereunder, or for the purposes of conducting any "know your client" or onboarding checks by MULTIBANK FX INTERNATIONAL CORPORATION's Affiliates.
- (d) The Counterparty further authorises MULTIBANK FX INTERNATIONAL CORPORATION to give instructions to any Affiliates of MULTIBANK FX INTERNATIONAL CORPORATION to transfer and share any personal data of the Counterparty with MULTIBANK FX INTERNATIONAL CORPORATION for the purposes of offering the Digital Asset Services hereunder and conducting any customer due diligence. MULTIBANK FX INTERNATIONAL CORPORATION is hereby authorised to rely on this Digital Asset Trading Agreement as proof of such authorisation.

16.12 Rights of third parties

The terms and provisions of this Digital Asset Trading Agreement are intended solely for the benefit of each Party and their respective Affiliates and, in the case of MULTIBANK FX INTERNATIONAL CORPORATION, any successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person under the Contracts (Rights of Third Parties) Ordinance.

17. ELECTRONIC EXECUTION

The Parties acknowledge and agree:

- (a) this Digital Asset Trading Agreement may be executed by electronic signature, and may be delivered electronically, using email, facsimile, portable document format ("**PDF**") or such other means agreed by the Parties. Without limitation to the generality of this Section 17(a), the Parties agree that DocuSign may be used to execute and deliver this Digital Asset Trading Agreement;
- (b) the method of electronic signature and delivery described in Section 17(a) is reliable and appropriate; and
- (c) will be legally binding and enforceable, and will amount to the legal equivalent of the Party's handwritten signature.

18. GOVERNING LAW

This Digital Asset Trading Agreement is governed by the law in force in British Virgin Islands.

19. ARBITRATION

19.1 Submission to arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Digital Asset Trading Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Digital Asset Trading Agreement will be referred to and finally resolved by arbitration administered by British Virgin Islands International Arbitration Centre ("**BVI IAC**") under the Arbitration Rules of BVI IAC in force when the notice of arbitration is submitted.

- (a) The Counterparty agrees that:
 - (i) the law of this Section 19 is law of British Virgin Islands;
 - (ii) the seat of arbitration will be British Virgin Islands;
 - (iii) unless the Parties agree otherwise, the number of arbitrators will be 1 and that arbitrator must have relevant legal and technological expertise;

- (iv) if the Parties do not agree on the arbitrator to be appointed within 15 Business Days of the dispute proceeding to arbitration, the arbitrator is to be appointed by BVI IAC; and
- (v) the arbitration proceedings will be conducted in English.

19.2 Injunctive remedies

Notwithstanding any other provision of this Digital Asset Trading Agreement, including for the avoidance of doubt Section 19.1, the Counterparty agrees that MULTIBANK FX INTERNATIONAL CORPORATION has the right to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

20. DEFINITIONS

- (a) **“Account”** means any account that MULTIBANK FX INTERNATIONAL CORPORATION provides to the Counterparty for the purposes of accessing the Website and/or the Digital Asset Services, the terms and operation of which are set out in the Platform Terms.
- (b) **“Affiliate”** means, in relation to any Party, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, **“control”** of any entity or person means ownership of a majority of the voting power of the entity or person, as the case may be from time to time.
- (c) **“Agreed Communication Method”** means:
 - (i) Registered Email; and
 - (ii) any other communication method as agreed between the Parties from time to time as being appropriate for arranging or entering into Transactions.
- (d) **“Airdrop”** means attempt or distribution by a Digital Asset network of its Digital Assets to Digital Asset addresses of a supported network.
- (e) **“Authorised Person”** means, in relation to:
 - (i) MULTIBANK FX INTERNATIONAL CORPORATION, each individual described in Schedule B to this Digital Asset Trading Agreement as an MULTIBANK FX INTERNATIONAL CORPORATION authorised person; and
 - (ii) the Counterparty, (x) each individual described in Schedule C of this Digital Asset Trading Agreement as a Counterparty authorised person, if any; (y) any other officers, employees or agents who are authorised (whether alone or with others), to act on the Counterparty’s behalf in the giving of instructions and performance of any other acts, discretions or duties under this Digital Asset Trading Agreement and which the Counterparty has communicated to MULTIBANK FX INTERNATIONAL CORPORATION in accordance with Section 16.8; or (z) any other officers, employees or agents who are or have been granted access to an Agreed Communication Method by the Counterparty of an Authorised Person.
- (f) **“Banking Day”** means, in respect of a Party, a day on which the bank identified by such Party and as agreed between the Parties is open for business.
- (g) **“Business Day”** means a day other than a Saturday, Sunday or a general holiday on which banks are open in British Virgin Islands and the United States for the transaction of general business.
- (h) **“Calculating Party”** means, in respect of a Default Event, the non-Defaulting Party and in respect of a Termination Event, the non-Affected Party.

- (i) **“Confirmation”** means the documents and other confirming evidence exchanged between the Parties, or that is otherwise effective, for the purpose of confirming or evidencing a Transaction, as example of which is set out in Schedule A.
- (j) **“Counterparty”** means the counterparty named on page 1 of this Digital Asset Trading Agreement.
- (k) **“Default Event”** means each of the events listed in Section 10, and if applicable, in any Product Annex.
- (l) **“Digital Asset”** means any digital representation of value that is not Fiat Currency and that can be transferred, stored or traded electronically, in each case as determined by MULTIBANK FX INTERNATIONAL CORPORATION in its sole discretion.
- (m) **“Digital Asset Services”** means the provision of the Account and/or the entering into of Transactions with MULTIBANK FX INTERNATIONAL CORPORATION, as facilitated by MULTIBANK FX INTERNATIONAL CORPORATION through the Website, or through such other facility or methods provided by (or on behalf of) MULTIBANK FX INTERNATIONAL CORPORATION.
- (n) **“Digital Asset Trading Agreement”** means this Digital Asset Trading Agreement, together with:
 - (i) its Schedules; and
 - (ii) any Confirmation made under this Digital Asset Trading Agreement.
- (o) **“DocuSign”** means the electronic signature application known as “DocuSign”.
- (p) **“Encumbrance”** means any:
 - (i) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
 - (ii) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
 - (iii) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
 - (iv) third party right or interest or any right arising as a consequence of the enforcement of a judgment,or any agreement to create any of them or allow them to exist.
- (q) **“FATCA”** means sections 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended, including any regulations or official interpretations issued, agreements (including, without limitation, intergovernmental agreements) entered into or non-US laws enacted with respect thereto.
- (r) **“Fiat Currency”** means money of any jurisdiction that is designated as legal tender and is customarily used and accepted as a medium of exchange in its jurisdiction of issue, as determined by MULTIBANK FX INTERNATIONAL CORPORATION in its sole discretion.
- (s) **“Financial Crime Regulation”** means any applicable law or regulatory requirement pertaining to money laundering, terrorism financing, bribery, corruption, Tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or evasion of Sanctions. A reference to a violation of Financial Crime Regulation includes any acts or attempts to circumvent or violate any applicable laws relating to Financial Crime Regulation.

- (t) **“Fork”** means changes in operating rules of the underlying protocols of Digital Assets that may result in more than one version and/or MULTIBANK FX INTERNATIONAL CORPORATION holding an amount (which may be identical) of Digital Assets associated with each forked network. Such Forks may materially affect the value, function, and/or the name of the Digital Asset held by MULTIBANK FX INTERNATIONAL CORPORATION.
- (u) **“Government Agency”** means any governmental, semi-governmental, administrative, fiscal, regulatory, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.
- (v) **“Infrastructure Participant”** means any bank, market, clearing house, central clearing counterparty, multilateral trading facility or organised trading facility for Fiat Currency or Digital Assets.
- (w) A person is **“Insolvent”** if it:
- (i) makes a general arrangement or composition with or for the benefit of its creditors;
 - (ii) institutes or has instituted against it any voluntary or involuntary proceeding seeking relief under any insolvency or other law affecting creditors’ rights, or, has a winding-up petition presented against it and such proceeding or petition:
 - (A) results in liquidation of the person or the entry of an order for relief; or
 - (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or petition (as the case may be);
 - (iii) seeks or becomes subject to the appointment of an administrator, liquidator, receiver, trustee or other similar official for it or for all or substantially all of its assets;
 - (iv) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in paragraphs (i) to (iii); or
 - (v) takes any action in furtherance of or indicating its consent to any of the events specified in paragraphs (i) to (iv).
- (x) **“Invitation”** has the meaning defined in Section 5.
- (y) **“Loss”** means damage, loss, cost, claim, liability, obligation or expense (including legal costs and expenses of any kind), of any kind whatsoever under any theory of liability, including direct, indirect, consequential, incidental or special losses, economic losses or loss of profits, loss of data, loss of goodwill or business reputation, cost of obtaining substitute tokens, or other intangible loss.
- (z) **“Network Event”** means:
- (i) a Fork, Airdrop or other event which results in the generation of new or alternate Digital Assets from an existing Digital Asset, and which creates rights of an existing Digital Asset holder to receive or otherwise control the newly created Digital Assets immediately after the Network Event; or
 - (ii) any event in respect of any protocol underlying a Digital Asset, which is exogenous to MULTIBANK FX INTERNATIONAL CORPORATION, and results in loss of control or ownership of Digital Assets held by MULTIBANK FX INTERNATIONAL CORPORATION or the Counterparty, including any consensus by a relevant network protocol to fail to honour or record a Transaction on the network, or to revert any Transaction previously honoured or recorded on the network.

- (aa) **“Network Participant”** means a person or entity who has the ability to cause the happening of a Network Event, including any group of persons or entities acting in concert.
- (bb) **“Offer”** has the meaning defined in Section 5.
- (cc) **“Ordered Digital Asset”** means a Digital Asset that is the subject of an Offer.
- (dd) **“Platform”** means:
 - (i) the Website;
 - (ii) the Digital Asset Services; and
 - (iii) the Account.
- (ee) **“Platform Terms”** means the terms and conditions that apply to the Platform, as published and updated by MULTIBANK FX INTERNATIONAL CORPORATION on the Website from time to time.
- (ff) **“Potential Default Event”** means any event which, with the giving of notice or the lapse of time or both, would constitute a Default Event.
- (gg) **“Prefunding Conditions”** has the meaning given to it in Section 5.
- (hh) **“Product Annex”** means any annex to this Digital Asset Trading Agreement (including attached by amending agreement between the Parties at a date after this Digital Asset Trading Agreement is concluded) in which the Parties agree a specific type of Transaction that they intend to enter into.
- (ii) **“Proscribed Address”** means any blockchain address that appears in a list of addresses with which dealings are proscribed by the United Nations or another Government Agency or relevant authority under applicable law, or is part of a group of addresses that appears in such a list.

Without limiting the generality of this definition, it includes an address stated on the United States Department of Treasury’s Specially Designated Nationals list.
- (jj) **“Proscribed Person”** means any person who appears to MULTIBANK FX INTERNATIONAL CORPORATION to be included in a list of persons with whom dealings are proscribed by the United Nations or another Government Agency or relevant authority under applicable law, or is part of a group that appears in such a list.

Without limiting the generality of this definition, it includes an individual employed by or associated with an entity, identified on the United States Department of Commerce’s Denied Persons or Entity List, the United States Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the United States Department of State’s Debarred Parties List.
- (kk) **“Relevant Fiat Currency”** means the Fiat Currency specified in the relevant Offer.
- (ll) **“Registered Email”** means the email address associated with the Counterparty.
- (mm) **“Risk Disclosure Statement”** means any risk disclosure statement made available and updated from time to time through the.
- (nn) **“Schedule”** means a schedule to this Digital Asset Trading Agreement.
- (oo) **“Settlement Amount”** means, in respect of a Transaction that is terminated and the corresponding Termination Time, the amount of losses or costs that are or would be incurred (expressed as a positive number) or gains or profits that are or would be realised (expressed as a negative number) (whether

in Fiat Currency of Digital Asset), in each case, by such Calculating Party in replacing, or in providing for the economic equivalent of:

- (i) the material terms of such Transaction that would, but for the termination of such Transaction at the Termination Time, have been required after such time (assuming the pre-conditions set out in this Digital Asset Trading Agreement have been satisfied); and
- (ii) the option rights of the Parties in respect of such Transaction,

in each case, determined by the Calculating Party acting in good faith and using commercially reasonable procedures in order to produce a commercially reasonable result. A Settlement Amount will be determined as of the Termination Time or, if that would not be commercially reasonable, as of the time following the Termination Time that would be commercially reasonable.

Unpaid Amounts in respect of terminated Transactions are to be excluded in the calculation of the Settlement Amounts. The Calculating Party may, when it is commercially reasonable to do so, take into account any losses or costs incurred (or gains resulted) in connection with any hedge positions or transactions entered into by the Calculating Party in connection with such terminated Transactions.

(pp) **"Tax"** includes:

- (i) any tax, levy, impost, deduction, charge, fee, rate, withholding or duty by whatever name called levied, imposed, collected or assessed (including withholding tax, goods and services tax, value added tax, sales tax, consumption tax, stamp duty and transaction duties or any similar impost imposed or levied, or any deduction or withholding for or on account of FATCA); and
- (ii) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above (including in connection with any failure to pay or any delay in payment).

(qq) **"Transaction"** means any transaction that made under, or is subject, to this Digital Asset Trading Agreement, and includes any transaction relating to a Digital Asset Services under this Digital Asset Trading Agreement or any Product Annex.

(rr) **"Termination Currency"** means, unless otherwise agreed between the Parties, United States Dollars.

(ss) **"Termination Time"** means the time designated as the Termination Time under Section 11.

(tt) **"Termination Event"** means each of the events listed in Section 11.2, and if applicable, in any Product Annex.

(uu) **"Total Consideration"** means that price payable under an Offer.

(vv) **"Trading Halt"** means the temporary or permanent cessation of trading in any Digital Asset on the Platform, as notified by MULTIBANK FX INTERNATIONAL CORPORATION through the Platform from time to time, or by MULTIBANK FX INTERNATIONAL CORPORATION employees using any Agreed Communication Method.

(ww) **"United States"** means the United States of America.

(xx) **"Unpaid Amounts"** means, with respect to a Party and the corresponding Termination Time, the aggregate of the amounts (whether in Fiat Currency or in Digital Asset) that became due and payable/deliverable to such Party on or prior to such Termination Time and which remain unpaid/undelivered as at such Termination Time.

(yy) **“Website”** means the MULTIBANK FX INTERNATIONAL CORPORATION website at <https://www.mexdigital.com> (which, for the avoidance of doubt, includes <https://trade.mexdigital.com/> and all other subdomains), or as notified otherwise by MULTIBANK FX INTERNATIONAL CORPORATION from time to time.