

ATREMO DIGITAL FZE

VIRTUAL ASSETS MANAGEMENT AND INVESTMENT SERVICES CLIENT AGREEMENT

November 20, 2024

Confidential

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This **Virtual Assets Management and Investment Services Client Agreement** (referred to as this “**Agreement**”) is made by and between the following Parties on [DATE], (referred to as the “Effective Date”), for purpose of managing certain assets through asset management service:

Atremo Digital FZE, a Free Zone Entity incorporated and registered in Dubai, DWTC Free Zone, U.A.E. with license number L-2248, whose registered office at Office 832, Level 8, Sheikh Rashid Tower, Dubai World Trade Center, Dubai, United Arab Emirates (“**ATREMO**”);

[COUNTERPARTY NAME], a limited liability company incorporated and registered in [COUNTRY] with company number [COMPANY NUMBER] whose registered office is at [FULL ADDRESS] (“**Beneficial Owner**”),

(Collectively referred to as “**Parties**” and separately referred to “**Party**”).

WHEREAS, the Beneficial Owner desires to entrust ATREMO which is a provider of Virtual Assets (“VAs”) Management and Investment Services based in Dubai U.A.E, to hold certain assets (referred to as the Target Assets (“TAs”)) on behalf of and for the benefit of the Beneficial Owner, and ATREMO agrees to provide such service, with its trading strategies, to the Beneficial Owner.

NOW THEREFORE, based on the principle of good faith and intention of both Parties to be legally bound, the Parties have agreed as follows:

1.0 PURPOSE OF ASSET MANAGEMENT SERVICE

- 1.1 ATREMO is a Virtual Assets Regulatory Authority (“VARA”) regulated Virtual Asset Service Provider (“VASP”) holding the VA Management and Investment Services License. ATREMO provides VA asset management and investment services to the Beneficial Owner. ATREMO supports VAs which are defined as virtual representations of values that can be traded or transferred electronically. They include, but not limited to VAs such as Bitcoin and Ethereum.
- 1.2 According to authorization from the Beneficial Owner and provisions under this Agreement, ATREMO will manage the TAs via the Beneficial Owner’s VA Separately Managed Account (“SMA”/ “ACCOUNT”) in accordance with the pre-agreed Investment Strategy (“IS”) between Beneficial Owner and ATREMO and aim to maximize the value of the TAs and guarantee the Beneficial Owner’s rights and interests. For the avoidance of doubt, ATREMO may not be granted full access rights to the ACCOUNT, where the Beneficial Owner deems it appropriate. The details and information necessary, including but not limited to the “Read and Write” Application Programming Interface (“API”) keys and the

specific IP addresses, for the asset management access to, the ACCOUNT shall be provided to ATREMO in writing upon the execution of this Agreement.

- 1.3 This Agreement contains the terms and conditions applicable to the VA Management and Investment Services but does not specify any specific terms or details of IS, including but not limited to strategy name, strategy type and traded assets and allocation percentages pursuant to the VA asset management services unless they are exclusively specified at Exhibit A (Investment Strategy Supplement) of this Agreement. ATREMO must obtain valid acceptance from Beneficial Owner entering into this Agreement and follow all applicable laws and regulations. A copy of the Agreement will be sent to Beneficial Owner from ATREMO by email after the Agreement has been entered into. The Agreement shall be in full force and effect from the date first above written and shall remain in effect unless terminated by either Party in accordance with Clause 4.0. ATREMO must comply with this Agreement at all times.
- 1.4 This Agreement is subject to and contingent upon the Beneficial Owner having completed ATREMO's onboarding and KYC processes to the satisfaction of ATREMO and ATREMO being satisfied in its sole discretion with the compliance with all relevant laws and regulations, including without limitation all anti-money laundering ("AML"), sanctions and countering the financing of terrorism ("CFT") regulations. The onboarding and KYC processes by ATREMO shall be conducted prior to this Agreement being effective, and processed through the onboarding link which is provided to the Beneficial Owner through email or Recognized Communication Channel, and Beneficial owner shall be notified by ATREMO through email once onboarding and KYC processes are completed. ATREMO reserves the right to terminate this Agreement if, at any time, it has reason to believe that the TAs under asset management pursuant to this Agreement will be non-compliant with any AML/CFT requirements and ATREMO shall not be held liable to the Beneficial Owner for its non-performance of its obligations in this Agreement.
- 1.5 ATREMO maintains strict compliance with consumer protection laws and regulations in which it adheres to the principles of honest and fair trading and business practices. ATREMO prioritizes the best interests of the Beneficial Owner while simultaneously upholding the integrity of the market in which it operates.

2.0 DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms in this Agreement shall have the meanings specified in this Article 2.0:

“Account Expenses” means expenses relating to the organization and maintenance of the Account and to the investment of the assets of each Account; shall include, but are not limited to, trading expenses, brokerage commissions and other transaction charges, fees and expenses incurred in the borrowing and lending of assets, interest, margin expense and other financing charges charged to the Account attributable to the acquisition of assets by the Account. The amount of Management Fees to be paid by the Beneficiary owner for each Calculation Period is also considered as Account Expenses.

“Asset Management” shall mean ATREMO’s professional administration, oversight, and strategic handling of VAs on behalf of Beneficial Owner in Separately Managed Account.

“Average Allocated Capital” means the time-weighted average Allocated Capital calculated over the Calculation Period at 0:00 (UTC) on each day of the Calculation Period.

“Calculation Period” means the period commencing on the day of asset management service and ending on the earlier of (i) last day of the next calendar quarter and (ii) the date of termination of this Agreement. Thereafter, a new Calculation Period will commence on the first day of each successive calendar quarter and end on the earlier of (i) last day of the calendar quarter and (ii) the date of termination of this Agreement.

“Carryforward Loss” means in the event that the Account suffers a Net Loss for a Calculation Period, the amount of such Net Loss is to be carried forward and deducted from any Net Profit or added to any Net Loss in the succeeding Calculation Period, as the case may be, until such Carryforward Loss is fully recouped.

“Confidential Information” means confidential and proprietary information, whether it is stored electronically or communicated verbally, that relates to the services provided by ATREMO, that ATREMO becomes privy to during the term of this Agreement and that ATREMO designates or treats as confidential through its policies, procedures and practices.

“Fork” shall mean a change to the protocol of a VA wherein a permanent divergence in the blockchain results in two or more versions of a single VAs. By way of example, on August 1, 2017, a fork of Bitcoin occurred which resulted in two separate blockchains (Bitcoin and Bitcoin Cash), each supporting distinct, tradeable VAs.

“Gross Performance Percentage” means (i) the Net Profit or Net Loss, adjusted to take account of any Carryforward Loss, divided by (ii) the Average Allocated Capital for each Calculation Period, expressed as a percentage.

“Investment Strategy” shall mean ATREMO’s strategy for allocating and managing a Beneficial Owner’s VAs to maximize the values of the TAs for the benefit of the Beneficial Owner within defined risk parameters.

“Loss” shall mean any claim, cost, loss, damage, judgment, penalty, interest, and/or expense (including reasonable attorneys’ fees) arising out of any Claim.

“Management Fees” shall mean the fees that are payable to ATREMO after each Calculation Period for calculation set out in Article 3.11.

“Net Asset Value” or “NAV” shall mean the total value of all TAs in the Account calculated at the end of the Calculation Period.

“Net Profit” or “Net Loss” with respect to a Calculation Period means the aggregate net investment profits or losses, as applicable, both realized and unrealized, in the Account including, without limitation, any income, interest and other payments, less Account Expenses for such Calculation Period, prior to accounting for the Performance Fee (if any).

“Performance Fees” shall mean the fees that are payable to ATREMO after each Calculation Period for calculation set out in Article 3.6.

“Recognized Communication Channel” shall mean email as the communication channel which is recognized for the purposes of communications between the Parties.

“Separately Managed Account” shall mean a proprietary Binance FZE account owned by the Beneficial Owner, whose VAs are individually maintained and distinctly identifiable in accounts on Binance FZE.

“USDT” shall mean Tether, a stablecoin digital asset that is designed to maintain a 1:1 peg with the US Dollar.

“Virtual Asset” means a VA which is based on cryptographic protocol of a computer network that may be (i) centralized or decentralized, (ii) closed or open-source, and (iii) used as a medium of exchange and/or store of value. Virtual Assets typically include digital tokens, or units of blockchain-based assets.

3.0 INVESTMENT STRATEGY, TARGET ASSETS, MANAGEMENT FEE, PERFORMANCE FEE

- 3.1 The TAs under this Agreement shall be equal to a notional USDT value of [AMOUNT] and held in the ACCOUNT and subject to quarterly update by email from ATREMO.
- 3.2 The Beneficial Owner acknowledges that either Party may engage the other Party in discussion regarding the IS and the IS must be pre-agreed between the Beneficial Owner and ATREMO prior to ATREMO being authorized to manage the TAs via the Beneficial Owner's ACCOUNT. Such discussion and communication must be completed via email as the Recognized Communication Channel setting forth the specific terms for the IS. ATREMO must obtain valid acceptance from Beneficial Owner enter into this Agreement.
- 3.3 The Investment Strategy Supplement (at Exhibit A) shall represent the IS to this AGREEMENT detailing the terms to be applied by ATREMO in respect of the managed TAs. The Beneficial Owner must accept the IS and confirm this acceptance by signing this Agreement. Only when the acceptance is made by the Beneficial Owner, the IS shall be final, irrevocable and binding on the Parties as both Parties have agreed to the asset management of TAs, subject to the further terms contained in this Agreement and the specific terms for such trading as set forth in the Investment Strategy Supplement.
- 3.4 After the IS has been accepted, ATREMO shall provide the Beneficial Owner by email, a Confirmation to record the terms of IS under and pursuant to the asset management service. The Confirmation shall include but not be limited to information such as the Effective Date, details of the ACCOUNT, the Beneficial Owner's name and any other details of the accepted IS. The Confirmation is for reference only and its contents may contain Confidential Information that is private, confidential and privileged, intended only for the Beneficial Owner. In the event of any inconsistency between the accepted IS and the terms of any Confirmation, the pre-agreed IS shall prevail.
- 3.5 The Beneficial Owner acknowledges that any and all trading described in this Article 3 will be completed at the sole discretion of ATREMO, subject to the rights that the Beneficial Owner may exercise in accordance with this Agreement. ATREMO will not take direction from any third party about how or when to place trades. ATREMO may elect to trade all or none of the TA in any period, in its sole discretion. ATREMO will only manage the TAs via the ACCOUNT in accordance with the IS as agreed between Beneficial Owner and ATREMO but not any other strategies and terms which are not agreed between the Parties.

- 3.6 To the extent that the notional USDT value of the TAs described in Article 3.1 may have increased for this Calculation Period, ATREMO shall be entitled to, and shall be paid directly from the ACCOUNT within five (5) days of the end of that Calculation Period, a Performance Fees ("PFs"). PFs shall be calculated in respect of all the managed TAs for each Calculation Period
- 3.6.1 Where the Gross Performance Percentage is positive over that Calculation Period, the PFs shall be equal to twenty percent (20%) of the Net Profit adjusted to take into account any Carryforward Loss.
- 3.6.2 Where the Gross Performance Percentage is not positive over that Calculation Period, the PFs shall be equal to zero percent (0%) of the Net Profit.
- 3.64 ATREMO shall furnish to the Beneficial Owner a statement detailing the calculation of any PFs and the Beneficial Owner shall have the right to contest in good faith any inaccuracy or error reflected in the statement within fifteen (15) days of Beneficial Owner's receipt of such statement.
- 3.7 Provided that, in the event that the Agreement is terminated on any day before a full quarter of the Calculation Period that has elapsed, the Net Profit and corresponding PFs shall be determined instead by reference to the period from the day following the end of the most recent full quarter of the Calculation Period (or, if no quarter of Calculation Period has elapsed yet, the Effective Date) to the date of termination, and such PFs shall be due and payable, and shall be paid directly from the ACCOUNT, to ATREMO on the date of termination. Any and all proceeds gained from the TAs or from the utilization of TAs by ATREMO shall be attributed to the notional value of the ACCOUNT and shall be deemed part of the TAs, and such proceeds shall include, inter alia:
- 3.7.1 Any dividends, gains or distributable profits in any form generated from the TAs.
- 3.7.2 Any proceeds or VAs gained by trading part or all the TAs.
- 3.8 During the term of this Agreement, other than on the terms as provided below in this Article 3.8, the Beneficial Owner may not withdraw any of the TAs from the ACCOUNT. At (a) the end of one full quarter of Calculation Period (that is, three months following the Effective Date) and (b) the end of each following Month, the Beneficial Owner may, by a minimum of 48 hours prior written notice to ATREMO, withdraw any part or all of the TAs then standing to the credit of the ACCOUNT, provided that all indebtedness then owed by the Beneficial Owner to ATREMO (such as the PFs) have been discharged. For the avoidance of doubt

under any circumstances ATREMO cannot withdraw TAS or funds from the ACCOUNT.

- 3.9 The Beneficial Owner acknowledges that ATREMO provides management of the TAS by Beneficial Owner granting access to the ACCOUNT subject to the terms contained in this Agreement and the specific terms for such pre-agreed trading strategies as set forth between Beneficial Owner and ATREMO. The VAs are held in the SMA which is the Beneficial Owner's own account, and full ownership and control of VAs remains with the Beneficial Owner at all times. ATREMO does not have ownership of the VAs under any circumstances nor capable of/has the authority to withdrawal or transfer any of the VAs under custody of the Beneficial Owner. Under the scope of asset management service in accordance with this Agreement, ATREMO remains ultimately responsible and liable for the Beneficial Owner's VAs at all times including but not limited to where ATREMO is located.
- 3.10 The universe of VAs that ATREMO will invest in, will be the spot tokens listed on Binance FZE ("BINANCE"). Binance is a VASP licensed by VARA which is based in Dubai, U.A.E. Binance provides VAs trading services, including spot trading, tailored to the local market and regulatory environment. The Parties acknowledge that ATREMO does not hold any shares, ownership or affiliated relationship with Binance. Spot tokens refer to the VAs that are available for immediate trading on the spot market on Binance, and the tokens can be bought or sold immediately at the current market price.
- 3.11 ATREMO shall charge Management Fees ("MFs") of two percent (2%) per annum which shall be paid quarterly by Beneficial owner at an annualised rate (i.e. 2% divided by 4 for quarterly payments). Calculation of MFs is determined based on the Net Asset Value ("NAV") of all the managed TAS in the ACCOUNT at the end of the last day of the Calculation Period. ATREMO shall be entitled to, and shall be paid directly from the ACCOUNT within five (5) days of the end of that Calculation Period. ATREMO shall furnish to the Beneficial Owner a statement detailing the calculation of the MFs and the Beneficial Owner shall have the right to contest in good faith any inaccuracy or error reflected in the statement within fifteen (15) days of Beneficial Owner's receipt of such statement.
- 3.12 ATREMO will not introduce a new category of fees or services or make any increase in the current rate or amount of its fees payable out of any VA under its management unless ATREMO has given not less than ninety (90) calendar days' written notice of that introduction or increase and of the date of its commencement to its clients.

4.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 4.1 Each Party of this Agreement hereby respectively makes the following representations and warranties:
 - 4.1.1 Such Party has the full and independent power and authority to execute, deliver and perform its obligations under this Agreement.
 - 4.1.2 Such Party has the full capacity to execute and deliver this Agreement and other documents relating to the transaction contemplated hereof, and to consummate the transactions contemplated hereby.
- 4.2 The Beneficial Owner represents and warrants (and acknowledges that ATREMO is entering into this Agreement in reliance on such representations and warranties) that:
 - 4.2.1 Notwithstanding any provision in this Agreement, the Beneficial Owner fully acknowledges and understands that such discretionary investment management involves a high degree of risk and that there can be no assurance, guarantee, warranty or promise has been or will be given, that any investment objective, whether contained in this Agreement or as set forth or forecasted in any pre-agreed investment strategy under Article 1, will be achieved, or that the Beneficial Owner will receive a return on capital. The Beneficial Owner fully acknowledges and understands that there can be no assurance, and no guarantee, warranty or promise has been or will be given, that (i) ATREMO will be able to generate positive returns for the ACCOUNT by trading the TAs or that (ii) any positive returns will be commensurate with the risks undertaken by ATREMO in trading the TAs. The Beneficial Owner could experience a total loss of value of the TAs. Accordingly, the Beneficial Owner fully acknowledges and understands that any entry into the discretionary investment management arrangement as set forth in this Agreement should only be considered by persons who can afford a loss of their entire investment.
 - 4.2.2 The Beneficial Owner has such knowledge and experience in financial and business matters that the Beneficial Owner is capable of evaluating the merits and risks of its entry into and the performance of this Agreement, and the Beneficial Owner is able to bear the economic risk of a complete loss of its investment.
 - 4.2.3 None of the TAs, whether in whole or in part, directly or indirectly constitutes the proceeds of criminal conduct (including bribery and corruption) or criminal property or is derived from or related to money

laundering or similar illegal activities, or will be used, in whole or in part, whether directly or indirectly, to commit terrorist acts or be made available to or for the benefit of terrorists or terrorist associates, in each case in contravention of any applicable laws, rules, regulations, ordinances, orders and codes regarding money laundering and terrorism financing.

4.2.4 As of the Effective Date and at any time during the term of this Agreement, neither the Beneficial Owner nor any Associated Person is a Sanctioned Person.

4.2.5 In this Article:

- a) **"Associated Person"** refers to any person, whether directly or indirectly, controlled by, controlling or under common control with the Beneficial Owner, indirect Beneficial Owner, or any person for whom the Beneficial Owner is acting as trustee, agent or nominee and, insofar as any of the aforementioned persons are not individuals, their respective directors, senior officers, trustees, beneficiaries or settlors.
- b) **"Sanctioned Persons"** refers to at any time, any person:
 - listed in, or otherwise identified for the purposes of, any Sanctions and including, without limitation, any relevant list of designated persons maintained by any Sanctions Authority (each as amended, supplemented or substituted from time to time).
 - operating, organized or resident in a country or territory which is the subject or target of any Sanctions.
 - that is otherwise expressly the target of any Sanctions; or
 - owned or controlled by (if and as ownership and/or control are used under the relevant Sanctions or any published formal guidance in relation to such Sanctions) any such person under (a) or (b) above.
- c) **"Sanctions"** refers to any laws, codes, regulations, decrees, orders, decisions, rules or requirements of any nature relating to economic or financial sanctions or restrictive measures which are administered from time to time by any Sanctions authority; and
- d) **"Sanctions Authority"** means the United Nations, the Office of Foreign Assets Control of the US Department of the Treasury, the US State Department, Central Bank of the UAE, Dubai Economic

Department (“DED”), UAE Financial Intelligence Unit (“FIU”), the European Union or any member state thereof, the United Kingdom, including the Asset Freezing Unit of His Majesty’s Treasury, the State Secretariat for Economic Affairs of Switzerland or the Swiss Directorate of International Law, the Hong Kong Monetary Authority, the Monetary Authority of Singapore and any other competent national or supranational economic sanctions authority.

4.3 ATREMO hereby covenants as follows:

- 4.3.1 ATREMO shall manage the TAs for the benefit of the Beneficial Owner in good faith. Unless in pursuance of the pre-agreed IS as set forth in Article 1 or with the Beneficial Owner’s prior written consent or consent made in any other convenient or instant means as agreed by the Parties (referred to as the “Consent”), ATREMO shall not, directly or indirectly, transfer or dispose of by any other means that may be in conflict with the purpose of this Agreement the TAs or set up any pledges or any encumbrance on the TAs, and shall not conduct any behavior which may similarly derogate from the Beneficial Owner’s legal and/or beneficial interest in the ACCOUNT and/or the TAs. ATREMO shall use and manage the ACCOUNT only for purposes embodied in this Agreement and may not use the ACCOUNT for any trading or business out of ordinary management of the ACCOUNT. Where ATREMO uses the ACCOUNT for any trading out of ordinary management without the consent of the Beneficial Owner, such would constitute a breach of the Agreement and the Beneficial Owner reserves the right to take legal action.
- 4.3.2 Without the Beneficial Owner’s prior consent, ATREMO shall not entrust any third party other than its directors, employees or officers to trade the TAs.
- 4.3.3 Notwithstanding the sole discretion granted to ATREMO to manage and invest the TAs via the ACCOUNT, the Beneficial Owner may, on such terms as it deems appropriate, halt the disposal of the TAs by written instruction to ATREMO.
- 4.3.4 The Beneficial Owner has the right to inspect and check the balance of the ACCOUNT managed by ATREMO and to calculate the profit, proceeds and variable proceeds on a monthly basis.
- 4.3.5 The Beneficial Owner sets risk limits or exposure limits at [PERCENTAGE], where the Beneficial Owner deems it necessary. If the TAs may be exposed to any risk that exceeds the limit pre-set by the Beneficial Owner

or the risk taken in respect of the TAs is approaching such risk limits, ATREMO shall notify the Beneficial Owner promptly and the Beneficial Owner may suspend any trading of the TAs.

- 4.3.6 ATREMO shall inform the Beneficial Owner of the status of the TAs and make further explanations as reasonably requested by the Beneficial Owner on a monthly basis. In case of any occurrence that may cause a material devaluation to the TAs or prejudice the legal and/or beneficial interest of the Beneficial Owner in the ACCOUNT and/or the TAs (including without limitation to the judicial detaining or freezing of the TAs), or any notice or information relating to the TAs received by ATREMO, ATREMO shall notify the Beneficial Owner of such occurrence or information as soon as possible and in any case within one (1) business day after ATREMO is made aware of such matter or receives such notice or information.
- 4.3.7 ATREMO shall keep the information relating to the ACCOUNT, the Beneficial Owner, its asset management services and the materials relating to this Agreement in strict confidence, unless disclosure is required by applicable laws and regulations.
- 4.3.8 Any loss suffered by the TAs caused by ATREMO's breach of this Agreement and violation of applicable laws and regulations, and any losses and damage to the ACCOUNT or/and the TAs caused by ATREMO's fraud or willful misconduct shall be compensated by ATREMO in full amount as if no such breach, violation, fraud or willful misconduct had been made by ATREMO. For the avoidance of doubt, the breaches in this Agreement shall be considered the following but not limited to:
- a) Failure to adhere to contractual obligations - ATREMO is expected to fulfill specific duties and responsibilities as outlined in the Agreement. Any failure to perform these duties, such as not following pre-agreed IS or engaging a service provider that has not been agreed upon, would constitute a breach.
 - b) Violation of laws and regulations - ATREMO must comply with all applicable laws and regulations. Any actions that violate these laws, such as insider trading, fraud, or negligence are considered breaches.
 - c) Fraud or willful misconduct- intentional deceit, misrepresentation, or manipulation of information that leads to losses in the TAs or the ACCOUNT would constitute a breach. This includes actions taken with the intent to defraud or mislead Beneficial Owner.
 - d) Failure to communicate - timely and transparent communication about the performance of the TAs and any risks involved is crucial. A

failure to provide necessary updates or to disclose relevant information shall be deemed a breach.

The risks of loss that may arise from ATREMO's failure to provide services shall be the following but not limited to:

- a) Financial loss - any breach by ATREMO may directly result in financial losses for the TAs and the ACCOUNT which could include unrealized gains that are lost due to poor investment decisions or missed opportunities.
- b) Reputational damage- failure in service, especially one resulting from fraud or misconduct, may lead to reputational harm to both ATREMO and the Beneficial Owner. This may affect future investment opportunities and trust.
- c) Legal consequences- breaches may lead to legal actions against ATREMO, resulting in additional costs associated with litigation, regulatory fines, or settlements, which may further erode the value of the TAs.
- d) Operational disruptions - ineffective management may lead to operational issues or failure to comply with regulatory requirements, which may necessitate costly corrective actions.
- e) Market impact – ATREMO's failure to act prudently may lead to adverse market reactions, impacting the value of the TAs beyond the immediate losses incurred from specific breaches.

4.3.9 ATREMO may not appropriate the TAs or any asset in the ACCOUNT, nor may ATREMO obtain any profit by improperly matching orders.

4.3.10 ATREMO shall be responsible for identifying any outsourcing service providers or third-party service providers, utilized by ATREMO and necessary for the services provided under this Agreement. For the avoidance of doubt ATREMO outsourcing register can be found here: https://files.atremodigital.com/outourcing_register.pdf

4.3.11 If and when the VA is not under the control of ATREMO, ATREMO will ensure that the Beneficial Owner is notified.

4.3.12 Both ATREMO and the Beneficial Owner will have respective rights involving the VAs Management and Investment Services in respect of VAs that are the subject of this Agreement, including but not limited to, staking. For the avoidance of doubts, ATREMO has the right to stake TAs as agreed upon.

- 4.3.13 ATREMO adheres to best execution practices as per the operational guidelines. ATREMO will not receive any remuneration, discount or other benefits for routing clients' orders to any particular VASP under any circumstances.
- 4.3.14 No payment may be made, or benefit given, to ATREMO out of any VAs under its management, whether by way of fees for its services, reimbursement of expenses or otherwise, unless it is permitted by the Agreement and the Agreement specifies how it will be calculated, accrued, and when it will be paid.
- 4.4 The Parties acknowledge and agree that ATREMO shall not at any time be required to provide any service or do any act or thing under the terms of this Agreement which would, or in the reasonable opinion of ATREMO would likely, require it to breach any permit, licence, consent, approval, certificate, qualification, registration, membership or other authorization from, or file any notification, submission, report, assessment or any other documentation with, a governmental or regulatory authority already obtained including but not limited to the regulations of VARA (collectively, the Regulatory Obligations).
- 4.5 ATREMO Representations and Warranties Regarding Risks of Loss.
- 4.5.1 Without prejudice, in a reasonable attempt to prevent ATREMO from committing to perform any obligations which, at the time of ATREMO entering the contract are possible to be performed but, at the time when ATREMO should deliver performance, are impossible to perform due to applicable laws, regulatory actions and/or policies in any jurisdiction or issued by any government authorities and/or regulators, ATREMO shall use all reasonable commercial efforts to consistently monitor all applicable laws, policies and regulations of any jurisdiction and/or issued by any government authority and regulator.
- 4.5.2 Without prejudice, ATREMO shall use all commercially reasonable efforts to continually monitor and identify risks of loss in a timely and accurate manner, including without limitation, risks occurring at the transaction, portfolio, and enterprise levels, and identify interdependencies and correlations across portfolios and lines of business that may amplify risk exposure.
- 4.5.3 ATREMO shall make reasonable efforts to prevent losses of any VAs related to transactions under this Agreement while such assets are held in the Beneficial Owner's SMA. This provision is made without prejudice to ATREMO's other rights and obligations.

- 4.5.4 Without prejudice, ATREMO shall conduct periodic stress testing when needed, at a frequency determined solely by ATREMO, to determine the effect of abnormal and significant changes in market conditions on the portfolios managed by ATREMO.
- 4.5.5 Without prejudice, in a reasonable attempt to prevent losses caused by any fraud, cybersecurity attacks, hacking, or other intrusions, or unexpected cease or malfunction of the exchange and/or trading platforms relating to VAs relating to any transactions under this Agreement, ATREMO shall use commercially reasonable efforts to ensure that ATREMO only engages reliable exchange and/or trading platforms by considering, in ATREMO's sole discretion:
- 4.5.6 The experience and track record of the exchange and/or trading platform:
- The legal or regulatory status of the exchange and/or trading platform.
 - The corporate governance structure and background of the senior management of the exchange and/or trading platform.
 - The operational capabilities of the exchange and/or trading platform.
 - The mechanisms implemented by the exchange and/or trading platform to guard against fraud, cybersecurity attacks, hacks or other intrusions and/or unexpected cease or malfunction in the operation of the exchange and/or trading platform.
- 4.5.7 ATREMO shall use commercially reasonable efforts to acquire and maintain adequate insurance covering VAs relating to any transaction under this Agreement.
- 4.5.8 ATREMO shall ensure ongoing internal communication about issues relating to risk and may, in a timely and accurate manner, issue monitoring reports to the appropriate individuals, with the recipients of such reports and the frequency of issuing such reports determined solely by ATREMO.
- 4.5.9 In the event that the Beneficial Owner suffers any loss relating to ATREMO's performance of its obligations under this Agreement and such loss has not been provided for in this Agreement, ATREMO has the sole discretion to determine the reasonable actions to be taken, and will notify the Beneficial Owner of such actions taken within a reasonable time.

4.6 The Beneficial Owner's Representations and Warranties Regarding Risks of Loss:

4.6.1 The Beneficial Owner understands the risks of the following losses relating to the performance of the Parties' obligations under this Agreement, accepts that ATREMO is in no way liable for the risk and/or occurrence of the following losses, and agrees not to initiate any proceedings, including without limitation legal and arbitration proceedings, against ATREMO for the risk and/or occurrence of the following losses:

- a) Any loss caused by the volatility and unpredictability of the price of VAs. The Beneficial Owner acknowledges that the value of VAs is highly volatile and subject to rapid and unpredictable fluctuations. ATREMO does not guarantee the value of any VAs and past performance of VAs does not guarantee future results. Beneficial Owner acknowledges the possibility of losing the entire investment due to extreme market fluctuations.
- b) Any fraud, cybersecurity attacks, hacks, and/or other intrusions resulting in the loss or theft of VAs at any time.
- c) Electronic or technological failures that impede or prevent market access, market performance, communication between relevant stakeholders and/or result in recordkeeping errors.
- d) Any unexpected cease or malfunction in the operation of exchanges and/or trading platforms on which there is trading of VAs relating to any transaction under this Agreement, including without limitation, when such exchanges and/or trading platforms cease to operate or malfunction due to fraud, technical problems, hackers or malware.
- e) Any loss caused by the fact that the decentralized open-source protocol of the peer-to-peer computer network supporting any VA relating to any transaction under this Agreement may be affected, insecure, have impaired or no functionality due to internet disruptions, fraud, and/or cybersecurity attacks, and such network may not be adequately maintained by its operators.
- f) Any loss caused by the insolvency of the operators of the peer-to-peer computer network supporting any VA relating to any transaction under this Agreement.
- g) Any loss caused by any law, policy, and/or regulatory action in any jurisdiction and/or issued by any government authorities and/or regulators relating to the use, exchange, and/or price of a VA relating to any transaction under this Agreement, including without limitation,

when such law, policy and/or regulatory action makes it impossible for any Party to perform its obligations under this Agreement.

5.0 TERM AND TERMINATION OF ATREMO'S SERVICE

- 5.1 This Agreement will commence on the Effective Date and can be terminated by either party at any time in accordance with the terms of this Agreement.
- 5.2 This Agreement may be terminated extraordinarily if any of the following events occurs:
 - 5.2.1 The Beneficial Owner may terminate this Agreement if ATREMO breaches any term of this Agreement pursuant to the terms of Article 6.
 - 5.2.2 ATREMO may terminate this Agreement if the Beneficial Owner breaches any term of this Agreement, including any representation or warranty given by it and set forth therein, pursuant to the terms of Article 7.
 - 5.2.3 When either Party gives one (1) week's prior written notice to the other.
 - 5.2.4 The TAs have been withdrawn in full from the ACCOUNT in accordance with Article 3.8.
 - 5.2.5 In the event that ATREMO is caused to be unable to achieve the purpose of this Agreement by Force Majeure and such Force Majeure lasts more than one (1) month, upon ATREMO notifying the Beneficial Owner, this Agreement shall be terminated. "Force Majeure" means, by reason of events of earthquake, typhoon, flood, or other acts of God, fire, explosion, riots, acts of war or terror, which are unforeseeable, uncontrollable, and the consequences of which are unavoidable. For clarity, the failure or delay by any Party to perform any obligation under this Agreement by reason of Force Majeure shall not be a breach of this Agreement.
- 5.3 Upon termination, all amounts owing to ATREMO under this Agreement shall be immediately due and payable and the Beneficial Owner shall forthwith pay all such amounts to ATREMO.
- 5.4 Termination shall be without prejudice to any outstanding orders or transactions made through the ACCOUNT and in respect of which instructions have been given prior to termination, and such acts shall be valid and binding upon the ACCOUNT, the Beneficial Owner and its successors and assigns.

- 5.5 Termination shall not affect the accrued rights and obligations of each Party, and will be without prejudice to the continued application of Articles 5 to 7, which will remain in full force and effect.

6.0 NOTICE

- 6.1 All notices, requests, claims and other correspondence as required by this AGREEMENT or made in accordance with this Agreement shall be delivered in writing or by any other method recognized and accepted by the Beneficial Owner to each Party.
- 6.2 The notices or other correspondence shall be deemed to be duly delivered: if transmitted by email or other electronic channel, when transmitted; if delivered personally, when received; if delivered by mail, on the sixth (6th) day following the date of the delivery.
- a. If to Atremo Digital FZE, to:
Atremo Digital FZE
Office 832, Level 8,
Sheikh Rashid Tower
Dubai World Trade Center
Dubai, UAE
notices@atremo.digital
- b. If to Beneficial Owner, to:
Full Name:
Registered Address:
Email Address:
- 6.3 The proceeds will be payable within thirty (30) business days via USDT or bank wire. The calculations will be communicated to the beneficial owner in writing via email or any other method recognized and accepted by the Beneficial Owner. Calculations will be done at the end of the business day on month end by ATREMO's Operations Team.
- 6.4 Any complaints will be addressed by ATREMO promptly and fairly as set forth with the below standard procedure.

- All oral or written expressions of dissatisfaction, no matter how trivial, about any person employed by ATREMO or any aspect of our activities must be reported to the Complaints Officer.
- The Complaints Officer shall promptly determine the appropriate action, if any, for dealing with the complaint, and keep records as deemed necessary.
- Reports on complaints will be escalated to ATREMO's board for review, as soon as practicable, to ensure the complaints have been adequately addressed, or if further remediation actions are required.
- If for any reason the Complaints Officer is not sufficiently independent of the subject matter of the complaint, they shall elect an officer or an employee of suitable seniority who is not individually concerned in the matter to consider the complaint.
- An employee shall not investigate a complaint that is against that employee.
- Employees must not say anything to the person who lodged the complaint that could be used against ATREMO as an admission of any liability.
- Employees must not give any verbal confirmation or explanation to the media or any regulatory bodies unless otherwise expressly authorized by the Complaints Officer.
- All employees are required to cooperate fully and promptly with ATREMO in any investigation or inquiry of the nature of the complaint.

7.0 BREACHING LIABILITIES

- 7.1 Upon the execution of this Agreement, each Party shall perform this Agreement in good faith and to its full extent. If any Party (referred to as the Breaching Party) violates any provision under this Agreement materially (including any representation or warranty given by it), or fails to perform any obligation under this Agreement in substance, they shall be deemed to be breaching this Agreement (referred to as Breach) and the non-breaching Party (referred to as Observing Party) is entitled to request the Breaching Party to correct such breach or make reasonable remedy within a designated period of time. In the event that such breach has not been corrected or remedied reasonably within such period or ten (10) days following the request of the Observing Party, then the Observing Party shall have the right, at its sole discretion, to terminate this Agreement and the Breaching Party shall indemnify and hold harmless the Observing Party

against all losses (including all reasonably incurred costs and expenses) caused by the breach of this Agreement by the Breaching Party.

- 7.2 Notwithstanding any provisions under this Agreement, the effectiveness of this Article shall not be affected by the suspension or termination of this Agreement.

8.0 LIMITATION OF LIABILITY

Unless otherwise expressly provided for in this Agreement, ATREMO shall not be liable to the Beneficial Owner for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, or for any lost profits, revenues, or diminution in value, arising out of or in any way related to (i) the provision of VA Management and Investment Services; (ii) the sale, purchase, custody, or use of VAs; (iii) any matter otherwise related to this Agreement and the transactions contemplated herein; (iv) market volatility or fluctuations in VA values; (v) acts or omissions of third parties, including but not limited to exchanges, custodians, or other service providers; (vi) system failures, network issues, or cybersecurity incidents not directly attributable to ATREMO's gross negligence or willful misconduct. This limitation applies regardless of the form of action, whether based in contract, tort, negligence, strict liability, or any other legal or equitable theory.

ATREMO's maximum aggregate liability arising out of or in any way related to this Agreement, the VA Management and Investment Services, or the use of or inability to use ATREMO's services, shall not exceed the lesser of: (i) the total fees paid by the Beneficial Owner to ATREMO during the twelve (12) months immediately preceding the event giving rise to the claim; or (ii) the market value of the Beneficial Owner's VAs under management at the time the event giving rise to the claim occurred. The limitations set forth in this clause shall not apply to: (i) damages arising from ATREMO's gross negligence, fraud, or willful misconduct; (ii) violations of applicable laws or regulations; (iii) breaches of confidentiality obligations; (iv) any other liability which cannot be limited or excluded under applicable law.

9.0 MISCELLANEOUS

- 9.1 In the event of any dispute with respect to this Agreement and in any event of a default, the Parties shall first resolve the dispute through consultation or negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any Party's request to the other Parties for resolution of the dispute through negotiations, the Parties shall submit the relevant dispute to the Dubai International Arbitration Centre ("DIAC") for arbitration, in accordance with its Arbitration Rules then in force. The arbitration

shall be conducted in Dubai. The arbitration award shall be final and binding on all Parties.

- 9.2 The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the DWTC Freezone Dubai.
- 9.3 Unless required by any applicable law or regulation or a competent governmental or regulatory authority to whose rules either Party is subject, no Party shall (a) disclose to a third party any matter concerning this Agreement (including its existence) and any information relating to the other Party (including information relating to its trade secrets and business affairs) or (b) make any announcement or press release concerning this Agreement or any of the matters dealt with in this Agreement without the other Party's prior written consent.
- 9.4 No Party may assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Agreement without the prior written consent of the other Party.
- 9.5 The failure to exercise or delay in exercising a right, power and remedy under this Agreement or applicable laws (the "One Party's Rights") shall not be construed as a waiver of the One Party's Rights and a single or partial waiver of such One Party's Rights shall not exclude the rights exercised otherwise or the exercise of other parties' rights. The rights provided under this Agreement are cumulative and not exclusive of any other rights whether afforded by law or otherwise.
- 9.6 The headings of the articles hereof are for reference only and shall not be used for or affect the meaning or construction of any of the terms or provisions of this Agreement.
- 9.7 Any provision of this Agreement shall be severable and independent from other provisions. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other portion or provision.
- 9.8 This Agreement may be amended or supplemented through written agreement by the Parties. Any amendment or supplement of this Agreement shall be effective after being duly executed by the Parties.
- 9.9 This Agreement and each order executed on or after the date hereof contain the entire Agreement among the Parties with respect to the subject matter hereof

and supersede all prior Agreements and understandings, written or oral, among the Parties with respect thereto.

This Agreement shall remain in full force and effect until terminated in writing by either Party with thirty (30) days of written notice to the other Party.

ATREMO may terminate this Agreement with immediate effect:

- a) In the event any applicable law prohibits or renders illegal the Transaction; or
- b) If the Beneficial Owner has breached any of its obligations pursuant to this Agreement, if the Beneficial Owner disaffirms, disclaims, repudiates and/or rejects, in whole or in part, this or any part of this Agreement or any transaction made under or subject to this Agreement, if the Beneficial Owner becomes insolvent, if the Beneficial Owner breaches any applicable laws, regulations, policies and/or requirements by government authorities and/or regulators in any jurisdictions, or if there is an inaccuracy in its representations and warranties hereunder, where the effect of such breach or inaccuracy prevents the Beneficial Owner from performing its obligations pursuant to the Transaction.

- 9.10 The permitted successors and assigns of the Parties shall be bound by this Agreement.
- 9.11 This Agreement is prepared in two (2) original copies and each Party shall hold one (1) copy respectively.
- 9.12 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Emirates.
- 9.13 The client shall have the right to withdraw any VAs held by ATREMO at any time, subject to the terms and conditions set forth in this Agreement.
- 9.14 The Beneficial Owner acknowledges and agrees that the VAs used by ATREMO in the provision of VA Management and Investment Services may be subject to risk and losses, subject to the terms and conditions set forth in this Agreement.
- 9.15 FORKS - Unless specifically contemplated by a Purchase Order, this Agreement shall not be construed to include in ATREMO Purchased VAs or Beneficial Owner's Purchased VAs any additional VAs resulting from a Fork of any VAs. All impact and/or change will be clearly communicated with the client.
- 9.16 The consent of the Beneficial Owner shall be clearly obtained in accordance with all applicable laws for the use of any VAs used in the course of the provision of VA Management and Investment Services by ATREMO.

- 9.17 ATREMO has the right to change, alter or adjust its service or any part of its service in this Agreement. Any changes in this Agreement must comply with all applicable laws and regulations, and regulatory compliance that requires full disclosure of terms including the potential for service changes and provide notification to VARA. ATREMO must notify Counterparty in writing of any changes in services and changes to this Agreement at least thirty (30) calendar days prior to any change taking effect. No party has the right to vary the terms of this Agreement without the prior written consent of the other party.
- 9.18 ATREMO must maintain a comprehensive record of all versions of the Agreement after notification of changes. This record shall include a detailed change log that clearly identifies and documents all modifications made between successive versions.
- 9.19 ATREMO maintains that this Agreement to be fair, transparent and accurate at all times and is not misleading to the Beneficial Owner in its services that are provided. ATREMO complies strictly with VARA and adheres to the published Market Conduct Rulebook at <https://rulebooks.vara.ae/rulebook/market-conduct-rulebook>.
- 9.20 ATREMO complies strictly with VARA and adheres to the published VA Management and Investment Services Rulebook at <https://rulebooks.vara.ae/rulebook/va-management-and-investment-services-rulebook>.
- 9.21 Data Protection - ATREMO shall comply with all applicable data protection and privacy laws in processing personal data in the course of working with Beneficial Owner (including the Data Protection Law in the UAE and Federal Decree-Law No. 45 of 2021) the EU General Data Protection Regulation (2016/679)). Beneficial Owner acknowledges and agrees that: (a) ATREMO may process personal data provided by Beneficial Owner to ATREMO (or generated on the basis of personal data provided by Beneficial Owner to ATREMO) as set out in ATREMO's [privacy policy] which shall apply to this Agreement; and (b) such processing by ATREMO is as an independent controller and not as a processor on Beneficial Owner's behalf nor as a joint controller with Beneficial Owner.
- 9.22 Deposit Protection - neither Beneficial Owner's VAs nor funds are benefited or covered by any form of deposit protection.

10.0 SUPPORTED VA's

ATREMO maintains a list of supported Virtual Assets. This list can be found in the following link:

https://files.atremodigital.com/virtual_assets_offered.pdf

[Signature page follows]

Confidential

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Atremo Digital FZE

By: _____
Name:
Title:

Beneficial Owner Name

By: _____
Name: Name
Title: Title

Exhibit A
Investment Strategy Supplement

Effective Date:
Asset Manager:
Beneficial Owner Name:
Beneficial Owner Email:

Strategy Name:
Strategy Type:

Account Type:
SMA Account Reference:
Performance Fee Structure:
Management Fee Structure:

Traded Assets:
Allocation Percentages:
Rebalancing Frequency/Trigger:
Time Horizon:

Exposure Limits:
Maximum Drawdown:

3rd Party Providers:

Applicable Regulations:

Others: