

ATREMO DIGITAL FZE

VIRTUAL ASSETS PURCHASE AND SALES AGREEMENT

November 20, 2024

Confidential

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This **VIRTUAL ASSETS PURCHASE & SALE AGREEMENT** (this “**Agreement**”), is made and entered into on **DATE**, by and between Atremo Digital FZE, (“**ATREMO**”), a UAE incorporated entity with registered address at Office 832, Level 8, Sheikh Rashid Tower, Dubai World Trade Center, Dubai, UAE, and **FULL NAME**, with registered address at **REGISTERED ADDRESS** (“**Counterparty**”, and together with ATREMO, the “**Parties**” and each a “**Party**”).

WHEREAS, the Parties desire to enter into periodic Purchase Orders for the purchase and sale of Virtual Assets (“**VA**”) as set forth herein and therein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 VIRTUAL ASSETS PURCHASE & SALE AGREEMENT

ATREMO is a Virtual Assets Regulatory Authority (“**VARA**”) regulated Virtual Asset Service Provider (“**VASP**”) holding the Broker-Dealer Services License. The services that ATREMO provides are the facilitation of the purchase and sale of VAs. These include fiat to VA, VA to fiat Over-The-Counter (“**OTC**”) trade execution, and large order VA trade execution services for Counterparty. ATREMO supports VAs which are defined as digital representations of values that can be traded or transferred electronically. They include but not limited to VA such as Bitcoin, Ethereum, and tokens including stablecoins.

This Agreement contains the terms and conditions applicable to the purchase and sale of VA but does not specify any specific terms or details of any transaction, including but not limited to types, prices, quantities of the VA to be delivered and purchased pursuant to such purchase and sale. There shall be no binding commitment to purchase and sell VA unless a Purchase Order has been accepted by the Counterparties pursuant to Clause 2.2 below. ATREMO must obtain valid acceptance from Counterparty entering into this Agreement and follows all applicable laws and regulations. A copy of the Agreement will be sent to Counterparty 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 7.1. ATREMO must comply with the Agreement at all times.

This Agreement is subject to and contingent upon the Counterparty 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 or any accepted Purchased Order at any time if, at any time, it has reason to believe that the entry into or any transaction contemplated under this Agreement will be non-compliance with any AML/CFT requirements and ATREMO shall not be held liable to the Counterparty for its non-performance of its obligations in this Agreement or any Accepted Purchase Order.

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 Counterparty while simultaneously upholding the integrity of the market in which it operates.

2.0 VIRTUAL ASSETS TRANSACTIONS

2.1 PURCHASE ORDERS

From time to time during the Term of this Agreement, either Party may engage the other Party in discussions regarding the purchase or sale of a specified amount of a given VAs at a specified price (“**Transaction**”). Such discussions may be completed via email, telephone, chat applications as the Recognized Communication Channels setting forth the specific terms for such Transaction (each, a “**Purchase Order**”).

Each Purchase Order may only be accepted within the time (e.g. 40 seconds) as may be set out in the Purchase Order by ATREMO. For the avoidance of doubts, if no time is expressly defined or mentioned, the Purchase Order will be considered as valid for acceptance until it is being explicitly cancelled by ATREMO or rejected by Counterparty through a Recognized Communication Channel. (“Acceptance Period”).

If the Counterparty submits multiple Purchase Orders, each and every Purchase Order shall be considered valid unless explicitly cancelled through a Recognized Communication Channel. For clarity, if Counterparty submits multiple Purchase Orders, the subsequent Orders should not be considered as an amendment or replacement of the prior Orders unless explicitly specified.

The Counterparty may accept a Purchase Order only by confirmation of acceptance in writing. For the avoidance of doubts, using the words such as “accepted”, “agreed”, “done” or other synonyms in responding to a Purchase Order would be deemed as confirmation of acceptance, through a Recognized Communication Channel within the Acceptance Period (“Acceptance”), provided that the ATREMO who delivers the Order may withdraw the Order through a Recognized Communication at any time prior to the Acceptance by the Counterparty.

Once the Acceptance is made by the Counterparty, the Order will be deemed to become an Accepted Purchase Order. The Accepted Purchase Order shall be final, irrevocable and binding on the Parties as both Parties have agreed to the sale and purchase of a specified VAs including: (i) the specific VAs, (ii) the amount of such VAs, and (iii) the price per VAs, subject to the further terms contained in this Agreement and the specific terms for such transaction as set forth on the Accepted Purchase Order.

After an Accepted Purchase Order has been finalized, ATREMO shall provide the Counterparty by email, a Confirmation to record the terms of transaction under and pursuant to the Accepted Purchase Order. The Confirmation shall include the information such as the date and time of conclusion of the Accepted Purchase Order, the Counterparty name and details, the settlement addresses or accounts of the ATREMO and the Counterparty, and the relevant Settlement Date. The Confirmation is for reference only and its contents may contain Confidential Information that is private, confidential and privileged, intended only for the Counterparty. In the event of any inconsistency between the Accepted Purchase Order and the terms of any Confirmation, the Accepted Purchase Orders shall prevail for the purpose of the relevant transaction.

Notwithstanding an Accepted Purchase Order is made, if ATREMO reasonably determines that (i) an Accepted Order contained an obvious and unmistakably apparent error with respect to the price or amount of VAs set forth therein or missing any material terms as set out in Clause 2.1 (ii) performance of the Accepted Purchase Order will be or will become non-compliant with any AML/CFT Requirements or applicable law and regulations, (iii) any Force Majeure Events has occurred or threatened to occur, or (iv) any extreme or abnormal market conditions exist or are imminent, then ATREMO shall have the sole discretionary right to cancel or suspend the Accepted Order by delivering a notice to Counterparty, via Recognized Communication Channels. For the avoidance of doubt ATREMO's right to cancel or suspend any Accepted Purchase Order in this Clause shall be exercised within a reasonable time after the Acceptance by the Counterparty. For further clarity, there is no time restriction on ATREMO to exercise its rights under (ii), (iii) and (iv).

2.2 PURCHASE AND SALE

- a. On each Settlement Date, either ATREMO or Counterparty, as specified in the Purchase Order, shall sell and transfer the VAs to the other Party.
Specifically:
 - i. If ATREMO is selling, it shall transfer the Counterparty Purchased VAs to Counterparty.

- ii. If Counterparty is selling, it shall transfer the ATREMO Purchased VAs to ATREMO

The purchasing Party shall acquire all rights and title in the transferred VAs from the seller.

- b. Promptly following the agreement to terms of an Accepted Purchase Order in accordance with Section 2.1, (i) if Counterparty is purchasing the Counterparty Purchased VAs from ATREMO, then Counterparty shall deliver or shall direct its agents or designees to deliver, the Counterparty Purchase Price to ATREMO by transfer of immediately available funds or VAs on the applicable VAs Network to ATREMO's applicable location, bank account, wallet, address, account or storage device designated in Exhibit A attached hereto, or provided to Counterparty in other correspondence (each a "**ATREMO Wallet**") or (ii) if ATREMO is purchasing the ATREMO Purchased VAs from Counterparty, then Counterparty shall deliver, or shall direct its agents or designees to deliver, the ATREMO Purchased VAs to ATREMO by transfer of immediately available VAs on the applicable VAs Network to the applicable ATREMO Wallet.
- c. Promptly following payment of the Counterparty Purchase Price or transfer of the ATREMO Purchased VAs by Counterparty, as set forth in Section 2.2(b) herein, (i) if Counterparty is purchasing the Counterparty Purchased VAs from ATREMO, then ATREMO shall deliver, or shall direct its agents or designees to deliver, the Counterparty Purchased VAs to Counterparty by transfer of immediately available VAs on the applicable VAs Network to Counterparty's applicable location, wallet, address, account or storage device provided to ATREMO during the counterparty onboarding process or in other correspondence (each a "**Counterparty Wallet**") or (ii) if ATREMO is purchasing the ATREMO Purchased VAs from Counterparty, then ATREMO shall deliver or shall direct its agents or designees to deliver, the ATREMO Purchase Price to Counterparty by transfer of immediately available funds or VAs on the applicable VAs Network the applicable Counterparty Wallet.
- d. In the event an Accepted Purchase Order is not settled on the Settlement Date, ATREMO shall have the right to terminate such Accepted Purchase Order at ATREMO's sole discretion.
- e. ATREMO retains ultimate responsibility and liable for the Counterparty's VAs or funds at all times including but not limited to where ATREMO is located. The Counterparty's VAs or funds shall no longer be under the control of ATREMO only when the Counterparty has received its funds or VAs in its Counterparty Wallet or Counterparty's own bank account after ATREMO has completed delivery and settlement of Counterparty's VAs or funds subject to

the terms contained in this Agreement and the specific terms for such transaction as set forth on the Accepted Purchase Order.

2.3 FEES

OTC Fiat to VA, VA to Fiat

OTC Fiat to VA and VA to Fiat is a service that facilitates the exchange of VAs with fiat currencies. This service allows Counterparty to convert their VAs into traditional fiat currencies, or convert their fiat traditional currencies into VAs through direct transactions facilitated by ATREMO as an intermediary.

ATREMO charges a tiered fee schedule based on the transaction volume of the Purchased Order for fiat to VA, VA to fiat trades:

Transaction Volume (USD equivalent)	Fee Rate
0 – 100,000	1%
100,001 – 500,000	0.6%
500,001 and up	0.4%

*Additional fees may apply if foreign exchange (FX) conversions are required which are subject to FX rates of the time.

Execution Services

Execution services refer to ATREMO's role as an execution trading desk for large buy or sell orders of VAs on behalf of the Counterparty. These services cater to institutional investors, high-net-worth individuals, and entities seeking to execute significant VA transaction volumes with minimal price impact.

ATREMO charges 1% fee applied to the notional value of the trade.

2.4 TAXES

The ATREMO Purchase Price or Counterparty Purchase Price for the ATREMO Purchased VAs or Counterparty Purchased VAs, as applicable, is exclusive of any applicable taxes. To the extent any taxes are applicable on the sale of the ATREMO Purchased VAs or Counterparty Purchased VAs, the purchaser shall be obligated to pay all applicable taxes. To the extent that the seller does not collect any applicable taxes, but it is later determined that taxes were collectible by the seller, the purchaser shall pay such applicable taxes to the seller upon notice of the applicable taxes. The seller is not liable for any taxes that the purchaser is

legally obligated to pay, in any jurisdiction, which are incurred or arise in connection with or related to the purchaser's business activities (under this Agreement or otherwise), and all such taxes will be the financial responsibility of the purchaser.

2.5 AUTHORIZED TRADERS

No person other than the signatory to this Agreement shall have the ability to place orders with ATREMO on behalf of the Counterparty. However, the Counterparty may designate authorized individuals to trade with ATREMO on its behalf (each an 'Authorized Trader'), by listing the names and titles of such individuals in Exhibit B attached hereto. At any time after entering into this Agreement, the Counterparty may designate additional Authorized Traders by sending an email to [email], stating Counterparty's intent to authorize such individual(s) to trade on its behalf.

Such designation shall only be valid if sent by the Counterparty from the email address specified in Exhibit B. If no email address is specified in Exhibit B, the designation must be sent from the email address designated for receipt of notices in Section 7.12(b) below.

2.6 FORKS

Unless specifically contemplated by a Purchase Order, this Agreement shall not be construed to include in the ATREMO Purchased VAs or Counterparty Purchased VAs any additional VAs resulting from a Fork of any VAs.

2.7 AIRDROPS

Unless specifically contemplated by a Purchase Order, this Agreement shall not be construed to include in the ATREMO Purchased VAs or Counterparty Purchased VAs any additional VAs resulting from an Airdrop of any VAs.

2.8 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

3.0 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 3.0:

“Airdrop” shall mean occurrences when a new cryptocurrency token is deposited directly into the users wallet.

“Accepted Purchase Order” means a Purchase Order that has been validly accepted by the Counterparty.

“ATREMO Purchase Price” shall mean the price per applicable VAs set forth in a Purchase Order multiplied by the number of ATREMO Purchased VAs set forth in such Purchase Order.

“ATREMO Purchased Virtual Assets” shall mean the number and type of VAs ATREMO is obligated to purchase from Counterparty pursuant to a Purchase Order.

“Claim” shall mean any claim, action, audit, investigation, inquiry or other proceeding brought or instituted against a Party or any of its affiliates (and/or one or more of their representative employees, shareholders, directors or representatives) by a person or entity other than the other Party or its affiliates or subsidiaries.

“Counterparty Purchase Price” shall mean the price per applicable VAs set forth in a Purchase Order multiplied by the number of Counterparty Purchased VAs set forth in such Purchase Order.

“Counterparty Purchased Virtual Assets” shall mean the number and type of VAs Counterparty is obligated to purchase from ATREMO pursuant to a Purchase Order.

“Foreign Bank” shall mean an organization that (i) is organized under the laws of a foreign country, (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.

“Foreign Shell Bank” shall mean a Foreign Bank without a Physical Presence in any country, but does not include a regulated affiliate.

“Fork” shall mean a change to the protocol of a VAs 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.

“Hard Fork” shall mean, in respect of a VA, a permanent change or divergence in the protocol relating to such VA.

“Infrastructure Participant” shall mean any bank, market, clearing house, central clearing counterparty, multilateral trading facility or organized trading facility for fiat currency or VAs.

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

“Network Participant” shall mean a person or entity, including any group of persons or entities acting in concert, who has the ability to cause the occurrence of events described in clause (i) and/or (ii) in the definition of Network Event in this section.

“Non-Cooperative Jurisdiction” shall mean any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering (“FATF”), of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. See <http://www.fatf-gafi.org> for FATF’s list of non-cooperative countries and territories.

“Network Event” shall mean:

- i. Any event, including a Fork, Hard Fork, or Soft Fork, which results in the generation of new or alternate VAs from an existing VA, and which creates rights for an existing VA holder to receive or otherwise control the newly created VAs immediately after such event.
- ii. Any event in respect of any protocol underlying a VA, which is exogenous to ATREMO, and results in loss of control or ownership of VA held by ATREMO or the Counterparty, including any consensus by a relevant network protocol to fail to honor or record a transaction made under, or subject to, this Agreement on the network, or to revert a transaction previously honored or recorded on the network.
- iii. When any Infrastructure Participant or Network Participant:
 - a. Gives a direction or makes a decision or election which affects a transaction made under, or subject to, this Agreement.
 - b. Becomes insolvent or is suspended from operating.
- iv. Any unforeseen event which results in a change in the underlying protocol of a VA, the consequences of which cause the VA to fail to satisfy the requirements of the Counterparty Purchased VA or ATREMO Purchased VA.

“OFAC” shall mean the United States Office of Foreign Assets Control. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/offices/enforcement/ofac/>.

“Person” shall mean any individual, corporation, partnership, association, limited liability company, trust, estate or other entity, either individually or collectively.

“Physical Presence” shall mean a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank (i) employs one or more individuals on a full-time basis, (ii) maintains operating records related to its banking activities, and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

“Prohibited Transaction” means any transfer of any kind whereby any property or economic advantage is derived from the proceeds of a crime, or is involved in money laundering, or is derived from terrorist financing.

“Recognized Communication Channel” means the communication channels such as email, telephone, chat applications which are recognized for the purposes of communications between the Parties in connection with a Purchase Order or an Accepted Purchase Order.

“Settlement Date” shall mean the date of each Purchase Order.

“Soft Fork” shall mean, in respect of a VA, when the protocol of a VA is changed and the new version of the VA is backwards-compatible with the previous version.

“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 includes digital tokens, or units of blockchain-based assets.

“Virtual Assets Network” shall mean the peer-to-peer computer network that governs the transfer of the applicable VAs.

4.0 REPRESENTATIONS AND WARRANTIES AND COVENANTS

4.1 ATREMO REPRESENTATIONS AND WARRANTIES

ATREMO represents and warrants to Counterparty, as of the date hereof and on each Settlement Date:

- a. ATREMO is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. ATREMO has all necessary corporate power and authority to enter into this Agreement, to

carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by ATREMO of this Agreement, the performance by ATREMO of its obligations hereunder and the consummation by ATREMO of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of ATREMO.

- b. This Agreement has been duly executed and delivered by ATREMO and (assuming due authorization, execution and delivery by Counterparty), this Agreement constitutes a valid and legally binding obligation of ATREMO, enforceable against ATREMO in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which ATREMO is subject or conflict with, violate or constitute a default under any agreement, debt or other instrument to which ATREMO is a party.
- d. Neither ATREMO, nor any Person who controls ATREMO or any Person for whom ATREMO is acting as an agent or nominee, as applicable (1) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC from time to time; (2) is a Foreign Shell Bank; or (3) resides in or whose subscription funds are transferred from or through an account in a Non- Cooperative Jurisdiction.
- e. With respect to any Counterparty Purchased VAs, ATREMO sells, transfers and delivers to Counterparty under any Purchase Order, ATREMO is the lawful owner of such Counterparty Purchased VAs with good and marketable title thereto, and ATREMO has the absolute right to sell, assign, convey, transfer and deliver such Counterparty Purchased VAs. Such Counterparty Purchased VAs are free and clear of any and all security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances or similar rights.
- f. 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/outsourcing_register.pdf

- g. The VA wallets used for ATREMO's operations are owned and operated by Hex Trust MENA FZE ("HEX TRUST") on behalf of ATREMO. HEX TRUST is a third-party service provider of ATREMO, a VARA regulated third-party VA custodian that offers a custodian solution for VASP in Dubai, UAE. ATREMO has entered into a custodial agreement with HEX TRUST to securely store and manage VAs. ATREMO acts solely as an agent for its clients, and all VAs held in the VA wallets remain the property of the respective clients at all times. ATREMO has the right to direct transactions involving the VAs in these wallets as per client instructions and subject to the terms of the custodial agreement. The custodial arrangement is structured to ensure that neither ATREMO nor HEX TRUST has any ownership rights to the clients' VAs. The distinct wallets per below:
1. Atremo Client Wallet ("ACW") – Client will deposit and receive their VAs from this designated wallet
 2. Atremo Trading Wallet ("ATW") – Clients VAs will be moved to and from ACW in order to facilitate the trading process.
 3. Atremo Operational Wallet ("AOW") – Operational VA wallet of ATREMO, which is used for proprietary funds and operational purposes.

4.1.1 ATREMO REPRESENTATIONS AND WARRANTIES REGARDING NETWORK EVENTS AND FORKS

- a. ATREMO shall ensure that changes in the underlying protocol of a VA that result in a Fork are managed and tested proactively. This includes temporary Forks which shall be managed for reverse compatibility for as long as required. ATREMO shall use commercially reasonable efforts to maintain transparent lines of communication with the Counterparty on how ATREMO is managing the Counterparty Purchased VAs.
- b. ATREMO shall ensure that the Counterparty is able to deposit and withdraw Counterparty Purchased VAs in and out of ATREMO's infrastructure as and when requested before and after a Fork or Network Event. ATREMO shall notify the Counterparty in advance when such deposits and withdrawals are not feasible.
- c. In the event of a Soft Fork of Counterparty Purchased VAs before Counterparty receives the Counterparty Purchased VAs, ATREMO shall use commercially reasonable efforts to ensure that the new and previous versions of the VA continue to satisfy the relevant requirements for the Counterparty Purchased VAs.

- d. In the event of a Hard Fork of Counterparty Purchased VAs before Counterparty receives the Counterparty Purchased VAs, ATREMO shall determine, in its sole discretion and taking into account any market practice, in relation to the VA which has undergone a Hard Fork, which version of that VA is recognized and supported and, where necessary, to take any action or make any election required to implement such recognition and support of that Fork. This may include, to be determined at ATREMO's sole discretion, ATREMO engaging with the community which is responsible for updating and supporting the underlying protocol of the VA which has undergone a Hard Fork.
- e. In case of any Network Event, including Hard Forks and Soft Forks, which results in loss of ownership or control of Counterparty Purchased VAs, ATREMO shall determine, in its sole discretion and taking into account any market practice, how such loss is apportioned and whether to halt trading or any other activities involving that VA for any period of time.

4.1.2 ATREMO REPRESENTATIONS AND WARRANTIES REGARDING RISKS OF LOSS

- a. Without prejudice to 4.2.2, 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.
- b. Without prejudice to 4.2.2, 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.
- c. Without prejudice to 4.2.2, in a reasonable attempt to prevent any loss while any VA relating to any transaction under this Agreement is in custody, ATREMO shall in its sole discretion select the most appropriate custodial arrangement which shall include, without limitation, engaging a third-party custody service provider or an exchange. In selecting the most appropriate custodial arrangement, ATREMO shall consider in its sole discretion, without limitation:

- i. The ease with which VAs are accessible, including the time required to transfer the VAs to the trading venue.
 - ii. The security of the custodial facility.
 - iii. The experience and track record of the third-party custody service provider, if applicable.
 - iv. The regulatory status of the third-party custody service provider, if applicable.
 - v. The corporate governance structure and background of the senior management of the third-party custody service provider, if applicable; and
 - vi. The operational capabilities and arrangements of the third-party custody service provider, if applicable.
- d. Without prejudice to 4.2.2, ATREMO shall conduct periodic stress testing when needed, at a frequency as determined solely by ATREMO, to determine the effect of abnormal and significant changes in market conditions on the portfolios managed by ATREMO.
- e. Without prejudice to 4.2.2, 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 platform 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.
- f. The experience and track record of the exchange and/or trading platform.
 - i. (ii) The legal or regulatory status of the exchange and/or trading platform.
 - ii. (iii) The corporate governance structure and background of the senior management of the exchange and/or trading platform.
 - iii. (iv) The operational capabilities of the exchange and/or trading platform; and
 - iv. (v) 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.
- g. ATREMO shall use reasonable commercial efforts to acquire and maintain adequate insurance covering VAs relating to any transaction under this Agreement.

- h. 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.
- i. In the event that the Counterparty 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 Counterparty of such actions taken within a reasonable time.

4.2 COUNTERPARTY REPRESENTATIONS AND WARRANTIES

Counterparty hereby represents and warrants to ATREMO, as of the date hereof and on each Settlement Date:

- a. If Counterparty is an entity, that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) it has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby; and the execution and delivery by Counterparty of this Agreement, the performance by Counterparty of its obligations hereunder and the consummation by Counterparty of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Counterparty. If Counterparty is an individual, that it is of sound mind, has the legal capacity to enter into this Agreement, has entered into this Agreement on his or her own will, understands the nature of the obligations to be assumed by him or her under this Agreement and this Agreement will be legally binding on Counterparty.
- b. This Agreement has been duly executed and delivered by Counterparty and (assuming due authorization, execution and delivery by ATREMO), this Agreement constitutes a valid and legally binding obligation of Counterparty, enforceable against Counterparty in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Counterparty is subject or conflict with, violate or constitute a default under any agreement, debt or other instrument to which Counterparty is a party.

- d. It does not require approval from any governmental authority or person to execute, deliver or perform obligations under this Agreement, and there is no proceeding or investigation pending or, to the knowledge of the Counterparty, threatened by any governmental authority, that would reasonably be expected to become the basis for the disqualification of the Counterparty from entering into a Transaction.
- e. Neither Counterparty, nor any Person who controls Counterparty or any Person for whom Counterparty is acting as an agent or nominee (each, a “**Prohibited Person**”), as applicable (1) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC from time to time; (2) is a Foreign Shell Bank; or (3) resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction.
- f. With respect to any ATREMO Purchased VAs, Counterparty sells, transfers and delivers to ATREMO under any Purchase Order, Counterparty is the lawful owner of such ATREMO Purchased VAs with good and marketable title thereto, and Counterparty has the absolute right to sell, assign, convey, transfer and deliver such ATREMO Purchased VAs. Such ATREMO Purchased VAs are free and clear of any and all security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances or similar rights.
- g. That the ATREMO Purchased VAs to be sold and delivered to ATREMO pursuant to this Agreement is not, and has not been, derived from any Prohibited Transaction or accepted from any Prohibited Person or has otherwise been obtained in violation of applicable law.
- h. The Counterparty is the lawful owner of each Counterparty Wallet, and has good title thereto. Each Counterparty Wallet is owned and operated solely for the benefit of Counterparty, and no Person, other than Counterparty, has any right, title or interest in any Counterparty Wallet.
- i. Counterparty agrees, understands and acknowledges that (i) ATREMO engages in the bilateral purchase and sale of VAs, including any such transaction contemplated by this Agreement, solely on a proprietary basis for investment purposes for its own account; (ii) if ATREMO transacts with Counterparty it does so solely on a bilateral basis; and (iii) ATREMO is not providing and will not provide any fiduciary, advisory, exchange or other similar services with respect to Counterparty, any person related to or affiliated with Counterparty, or any transaction subject to this Agreement. Counterparty further agrees, represents and warrants that (iv) Counterparty

is solely responsible for any decision to enter into a transaction subject to this Agreement, including the evaluation of any and all risks related to any such transaction; and (v) in entering into any such transaction, Counterparty has not relied on any statement or other representation of ATREMO other than as expressly set forth herein.

4.2.1 COUNTERPARTY REPRESENTATIONS AND WARRANTIES REGARDING NETWORK EVENTS AND FORKS

- a. Counterparty shall ensure that changes in the underlying protocol of a VA that result in a Fork are managed and tested proactively. This includes temporary Forks which shall be managed for reverse compatibility for as long as required. Counterparty shall maintain transparent lines of communication with ATREMO on how Counterparty is managing the ATREMO Purchased VAs.
- b. Counterparty shall ensure that ATREMO is able to deposit and withdraw ATREMO Purchased VAs in and out of the Counterparty's infrastructure as and when requested before and after a Fork or Network Event. The Counterparty shall notify ATREMO in advance when such deposits and withdrawals are not feasible.
- c. In the event of a Soft Fork of ATREMO Purchased VAs before ATREMO receives the ATREMO Purchased VAs, the Counterparty shall use commercially reasonable efforts to ensure that the new and previous versions of the VA continue to satisfy the relevant requirements for the ATREMO Purchased VAs.
- d. In the event of a Hard Fork of ATREMO Purchased VAs before ATREMO receives the ATREMO Purchased VAs, the Counterparty shall use commercially reasonable efforts to manage any discrepancy between the balances recorded on the previous version versus the new version of the VA. This may include, without limitation, engaging with the community which is responsible for updating and supporting the underlying protocol of the VA which has undergone a Hard Fork.
- e. In case of any Network Event, including Hard Forks and Soft Forks, which results in loss of ownership or control of ATREMO Purchased VAs, the Counterparty shall determine, in its sole discretion and taking into account any market practice, how such loss is apportioned and whether to halt trading or any other activities involving that VA for any period of time.

4.2.2 COUNTERPARTY REPRESENTATIONS AND WARRANTIES REGARDING RISKS OF LOSS

- a. The Counterparty 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:
- i. Any loss caused by the volatility and unpredictability of the price of a VA;
 - ii. Any fraud, cybersecurity attacks, hacks, and/or other intrusions resulting in the loss or theft of VAs at any time.
 - iii. Electronic or technological failures that impede or prevent market access, market performance, communication between relevant stakeholders and/or results in recordkeeping errors.
 - iv. 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.
 - v. 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.
 - vi. 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; and
 - vii. 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.

4.3 NOTIFICATION TO COUNTERPARTY OF CHANGES IN AGREEMENT, VIRTUAL ASSETS, SERVICES AND CORRESPONDING MEASURES TAKEN BY ATREMO

In the event that a Network Event, Hard Fork, Soft Fork, or the Counterparty suffers any loss resulting from ATREMO's performance of its obligations under this Agreement, ATREMO shall use reasonable commercial efforts to notify the Counterparty in writing of such Network Event, Hard Fork, Soft Fork or loss within a reasonable period of time after its occurrence.

After ATREMO has taken action in regard to such Network Event, Hard Fork, Soft Fork, or loss suffered by the Counterparty resulting from ATREMO's performance of its obligations under this Agreement, ATREMO shall use reasonable commercial efforts to notify the Counterparty in writing of actions taken by ATREMO within a reasonable period of time, after such actions have been taken.

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.

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.

4.4 COUNTERPARTY COVENANTS

Counterparty hereby covenants to ATREMO:

- a. That in order to comply with measures aimed at the prevention of money laundering and terrorism financing, it undertakes to and upon written demand from ATREMO and/or any of its delegates or agents provide: (a) such relevant information and documentation as ATREMO and/or any of its delegates or agents may reasonably request to verify any information about it in compliance with applicable anti- money laundering laws and regulations; and (b) any further relevant information and documentation as the ATREMO and/or any of its delegates or agents may request from time to time to ensure ongoing compliance with applicable laws and regulations, or any other related policies. It shall furnish all relevant information requested by ATREMO for the conduct of Anti-Money Laundering / Countering the Financing of Terrorists ("AML/CFT") checks within the requested time frame,

provided that the time frame is reasonable. ATREMO and/or any of its delegates or agents, may require verification of the identity of it and the source of its funds (as applicable) before the Transaction can be processed. The Counterparty agrees and acknowledges that each Transaction is subject to the requirement that the Counterparty passes all AML/CFT checks.

- b. It will not directly or indirectly violate or assist any Person in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization.

5.0 INDEMNIFICATION

5.1 INDEMNITY

The Counterparty (the “**Indemnifying Party**”) shall defend, indemnify, and hold harmless ATREMO and its affiliates (and each of their employees, shareholders, directors, and representatives) (each an “**Indemnified Party**”) from and against any Claim or Loss to the extent any Claim or Loss is based on (a) the breach of any representation, warranty or covenant of this Agreement by the Indemnifying Party or caused by the Indemnifying Party’s employees, contractors, or agents; (b) the Indemnifying Party or the Indemnifying Party’s employees, contractors or agents violation of applicable law, gross negligence, fraud, or intentional misconduct; or (c) any claim of a third party or ATREMO arising out of or occurring in connection with any Transaction in connection with this Agreement.

5.2 INDEMNIFICATION PROCEDURE

In connection with any Claim or Loss described in Section 5.1, the Indemnified Party shall: (a) give the Indemnifying Party prompt notice of Claim or Loss (however, any delay in notification will not relieve the Indemnifying Party of its obligations under Section 5.1 except and solely to the extent that the delay materially impairs Indemnifying Party’s ability to defend the Claim or Loss), (b) cooperate reasonably with Indemnifying Party (at the Indemnifying Party’s sole expense) in connection with the defense and settlement of the Claim or Loss, and (c) permit the Indemnified Party to control the defense and settlement of the Claim or Loss, except that the Indemnifying Party shall not enter into any settlement or compromise of any Claim or Loss without Indemnified Party’s prior written consent if such settlement or compromise arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Indemnified Party or otherwise requires Indemnified Party to take or refrain from taking any material action (such as the payment of

fees). The Indemnified Party (at its cost) may participate in the defense or settlement of the Claim or Loss with counsel of its own choosing.

6.0 LIMITATION OF LIABILITY

Unless otherwise expressly provided for in this Agreement, ATREMO shall not be liable to the Counterparty for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages of any kind, or lost profits, or revenues, or diminution in value to the other Party, arising out of or in any way related the sale or use of the ATREMO Purchased VAs or Counterparty Purchased VAs or any matter otherwise related to this Agreement and the Transaction, regardless of the form of action, whether based in contract, tort, or any other legal or equitable theory; and in no event will the aggregate liability of ATREMO, whether in contract, warranty, tort, or other theory, arising out of or in any way related to the sale or use of the ATREMO Purchased VAs or Counterparty Purchased VAs, the Transaction, this Agreement, or the use of or inability to use the ATREMO Purchased VAs or Counterparty Purchased VAs, exceed the Counterparty Purchase Price.

7.0 MISCELLANEOUS

7.1 TERM AND TERMINATION

- a. 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.
- b. ATREMO may terminate this Agreement with immediate effect:
 - i. In the event any applicable law prohibits or renders illegal the Transaction; or
 - ii. If the Counterparty has breached any of its obligations pursuant to this Agreement, if the Counterparty 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 Counterparty becomes insolvent, if the Counterparty 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 Counterparty from performing its obligations pursuant to the Transaction.

7.2 POST TERMINATION

Upon termination of this Agreement for any reason whatsoever, the obligations of the Parties to each other shall cease unless otherwise expressly provided for in this Agreement. No termination shall release any Party from any liability or obligations which at any time of such termination has already accrued to the non-breaching Party or which may accrue thereafter in respect of any act, omission or breach prior to such termination.

7.3 AMENDMENTS; WAIVERS

The provisions of this Agreement may be amended only if the other Party has consented in writing to such amendment, action or omission. No such consent with respect to any such action or omission shall operate as a consent to, waiver of, or estoppel with respect to, any other or subsequent action or omission. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or at equity.

7.4 ASSIGNMENT; SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, heirs, personal representatives, and permitted assigns. Counterparty may not assign or delegate its rights or obligations hereunder without the prior written consent of ATREMO, which may be withheld in ATREMO's sole discretion.

7.5 SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

7.6 DESCRIPTIVE HEADINGS AND CONSTRUCTION

The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Unless otherwise indicated, references to Articles and Sections herein are references to Articles and Sections of this Agreement.

7.7 FORCE MAJEURE

Neither Party shall be liable, and each disclaims all liability to the other Party in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, or utility failures, software or smart contract bugs or weaknesses, or nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, or any technology failure and/or cybersecurity breach not attributable to the Parties.

7.8 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Emirates.

7.9 CONFIDENTIALITY

Each of ATREMO and Counterparty hereby agrees to not disclose, and to otherwise keep confidential, the transactions contemplated hereby, 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 (“**Confidential Information**”), provided, however, that each Party may disclose Confidential Information to its directors, officers, members, employees, agents, affiliates, and professional advisers or to financial institutions providing services to a Party in connection with any applicable anti-money laundering or compliance requirements. If either Party is required by law, rule or regulation, or advised by legal counsel to disclose such information (the “**Required Party**”), the Required Party will, to the extent legally permissible, provide the other Party (the “**Subject Party**”) with prompt written notice of such requirement so that such Subject Party may seek an appropriate protective order or waive compliance with this Section 7.9. The Subject Party shall promptly respond to such request in writing by either authorizing the disclosure or advising of its election to seek such a protective order, or, if such Subject Party fails to respond promptly, such disclosure shall be deemed approved. The confidentiality obligations set forth in this Section 7.9 shall survive for two (2) years after the termination or expiration date of this Agreement.

7.10 ENTIRE AGREEMENT

This Agreement and each Purchase 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.

7.11 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Transmission by email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

7.12 NOTICES, CONSENTS, ETC

Any notices, consents or other communications required or permitted to be sent or given hereunder by either of the Parties shall in every case be in writing and shall be deemed properly served if (i) delivered personally, (ii) sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested, (iii) delivered by a recognized overnight courier service or (iv) sent via email, to the Parties, at the addresses as set forth below or at such other addresses as may be furnished in writing.

- a. If to ATREMO, to:
Atremo Digital FZE
Office 832, Level 8,
Sheikh Rashid Tower
Dubai World Trade Center
Dubai, UAE
notices@atremo.digital
- b. If to Counterparty, to:
Full Name
Registered Address
Email Address

Service of such notice shall be the date such notice is personally delivered or sent by email, three (3) business days after the date of mailing if sent by certified or registered mail, or one (1) business day after date of delivery to the overnight courier if sent by overnight courier.

7.13 THIRD PARTY BENEFICIARIES AND ASSIGNMENT

- a. The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third- party beneficiary rights upon any other Person.

- b. ATREMO may assign all or any of its rights or transfer all or any of its rights, obligations and liabilities under this Agreement to any of its affiliates.

7.14 ACCURACY, TRANSPARENCY AND FAIRNESS

ATREMO maintains that this Agreement to be fair, transparent and accurate at all times and is not misleading to the Counterparty in its services that are provided. ATREMO complies strictly with VARA and complied to the published Market Conduct Rulebook at <https://rulebooks.vara.ae/rulebook/market-conduct-rulebook>

7.15 PUBLICITY

Neither Party may issue any press release or other public statement with respect to this Agreement or its terms unless the content, timing and method of distribution of the press release or public statement has been approved in writing by the other Party, which approval may be withheld at the other Party's sole discretion.

7.16 DATA PROTECTION

ATREMO shall comply with all applicable data protection and privacy laws in processing personal data in the course of working with Counterparty (including the Data Protection Law in the UAE and (Federal Decree-Law No. 45 of 2021) the EU General Data Protection Regulation (2016/679)). Counterparty acknowledges and agrees that: (a) ATREMO may process personal data provided by Counterparty to ATREMO (or generated on the basis of personal data provided by Counterparty 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 Counterparty's behalf nor as a joint controller with Counterparty.

7.17 DEPOSIT PROTECTION

Neither Counterparty's VAs nor funds are benefited or covered by any form of deposit protection.

[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:

Full Name

By: _____
Name:
Title:

Confidential

Exhibit A

Bank Account:

Banking details

Bank ID type:

SWIFT:

Bank ID:

Bank name:

Bank address 1 (optional):

Bank address 2 (optional):

Bank address 3 (optional):

Recipient account: (If appropriate enter the IBAN)

Recipient name:

Recipient address 1: (Mandatory)

Recipient address 2: (Mandatory)

Recipient address 3 (optional):

Additional information for recipient (optional):

Wallet Address:

Upon request.

Exhibit B

Counterparty Authorized Traders

As detailed in Section 2.5 of this Agreement, the individuals set out in the table below are Authorized Traders, which may trade on Counterparty's behalf. To designate any additional individuals, Counterparty must do so by sending an email to [email]. Such message must be sent from the email address set out below (or if no email address is set out below, from the email address specified for receipt of notice in Section 7.12 to this Agreement).

Counterparty Email Address (for adding Authorized Traders): [email]

Authorized Traders Name and Title

S/N	Name	Title	Email	Telegram ID	Contact No.
1.					
2.					
3.					