

ALPHAPOINT GLOBAL S.A. de C.V.  
MASTER TRADING AND LENDING  
AGREEMENT



## MASTER TRADING AND LENDING AGREEMENT

This **MASTER TRADING AND LENDING AGREEMENT** (including the Appendices hereto, the “**Master Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”) between AlphaPoint Global S.A. de C.V. (“**AlphaPoint Global**”) and [\_\_\_\_\_] (“**Customer**”). AlphaPoint Global and Customer may each be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, AlphaPoint Global offers trading and lending services (the “**Services**”) to its customers;

WHEREAS, through the Trading Services, customers gain access to liquidity products offered by AlphaPoint Global and its designated liquidity partners;

WHEREAS, through the Lending Services, customers obtain the ability to deposit fiat and digital currency assets into AlphaPoint Global accounts and/or otherwise lend such assets to AlphaPoint Global, and to earn interest on such deposits and loans;

AND WHEREAS, AlphaPoint is willing to provide to Customer, and Customer wishes to receive, such Services.

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

### 1. Definitions. As used in this Master Agreement:

#### 1.1. References herein and in the Appendices:

- (a) to “**AlphaPoint Global**”, “**AlphaPoint**”, “**AP**”, “**Borrower**”, “**we**”, “**us**” or “**our**”, mean AlphaPoint Global or its Designees, as applicable; and
- (b) to “**You**”, “**your**”, “**yours**”, “**Lender**” and “**Client**”, mean Customer.

1.2. “**Affiliate**” means any entity controlled, directly or indirectly, by a Party, any entity that controls a Party, whether directly or indirectly, or any entity, directly or indirectly, under common control with a Party, where “**control**” of any entity means ownership of a majority of the voting power of such entity.

1.3. “**Designee**” means any Affiliate or third parties (including liquidity partners) designated by AlphaPoint Global in connection with the Services hereunder.

1.4. “**Lending Services**” means the lending-related services described in the preambles hereto or otherwise made available by AlphaPoint Global from time to time, which are governed by Appendix C hereto.

1.5. “**Trading Services**” means the trading and liquidity-related services described in the preambles hereto or otherwise made available by AlphaPoint Global from time to time, which are governed by Appendix B hereto.

### 2. Agreement for Services

2.1. Customer agrees to receive, and AlphaPoint Global agrees to provide, the Services selected below (please check all boxes that apply):

- Trading Services** – the Trading Terms and Conditions attached as Appendix B hereto shall apply.
- Lending Services** – the Lending Terms and Conditions attached as Appendix C hereto (including the IBA Terms and Conditions attached as Schedule 1 to Appendix C (the “**IBA Terms**”)) shall apply.

2.2. Any and all Services may be provided, and any trades and other activities and transactions may be executed or effected, by AlphaPoint Global and its Designees. For clarity, AlphaPoint Global may, in its sole and absolute discretion, assign, delegate or subcontract the performance of its obligations and

exercise of its rights hereunder, in whole or in part, to any Designee, and each Designee shall be a third party beneficiary of this Master Agreement.

- 2.3. Customer acknowledges and agrees to the risk disclosures and disclaimers set forth in the Risk Disclosure Statement in Appendix A attached hereto, together with any risk disclosures, acknowledgments and disclaimers set forth in the other appendices hereto, shall apply to any and all selected Services.

### 3. FEES

- 3.1. Customer shall pay the fees set forth in Appendices B and C, as applicable, in consideration for their use of the applicable Services.
- 3.2. Customer agrees that the Fees are separate from any fees payable to AlphaPoint Corporation pursuant to its agreement(s) (if any) with Customer, including any agreements relating to functionality that facilitates or complements the offering of the Services.

### 4. DISCLAIMERS AND ASSUMPTION OF RISK; LIMITATION OF LIABILITY

- 4.1. **TO THE EXTENT THAT ANY TRADING SERVICES OR LENDING SERVICES ARE DEEMED ACTIVITIES WHICH REQUIRE A LICENCE UNDER THE LAWS OF EL SALVADOR, ALHAPPOINT GLOBAL WILL NOT PROVIDE THOSE SERVICES TO CUSTOMERS UNTIL THE APPLICABLE LICENCE OR OTHER REGULATORY APPROVAL HAS BEEN OBTAINED.**
- 4.2. CUSTOMER ACKNOWLEDGES THAT TRADING AND LENDING ACTIVITY, INCLUDING IN RELATION TO CRYPTOCURRENCY, PRESENTS RISKS, INCLUDING THOSE SET FORTH ON APPENDIX A ATTACHED HERETO, WHICH RISKS ARE ASSUMED ENTIRELY BY CUSTOMER AND ITS END USERS AND BROKERS, AND IT IS CUSTOMER'S SOLE RESPONSIBILITY TO INSTITUTE PROGRAMS, POLICIES AND PROCEDURES TO ADDRESS SUCH RISKS AND TO SEEK TO AVOID ASSOCIATED TRANSACTION-RELATED OR OTHER LOSSES (THE "**TRADING-ASSOCIATED LOSSES**"). THE TERMS AND CONDITIONS IN EACH OF THE APPENDICES HERETO, AS APPLICABLE, INCLUDING ANY DISCLAIMERS, WAIVERS AND ACKNOWLEDGMENTS THEREIN, SUPPLEMENT THE DISCLAIMERS, WAIVERS AND ACKNOWLEDGMENTS IN THIS AGREEMENT, INCLUDING IN THIS SECTION, IN RELATION TO THE SERVICES.
- 4.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF ALHAPPOINT GLOBAL AND ITS AFFILIATES (COLLECTIVELY, THE "**ALHAPPOINT GROUP**") FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE ACCESS TO AND USE OF THE SERVICES BY OR THROUGH CUSTOMER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE LIABILITY CAPS SET FORTH IN THE APPLICABLE APPENDIX.
- 4.4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALHAPPOINT GROUP WILL NOT BE LIABLE TO CUSTOMER (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER'S RIGHTS) FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (AND FOR DAMAGES RELATED TO LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION, WHETHER DIRECT OR INDIRECT) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. FOR CLARITY, TRADING-ASSOCIATED LOSSES SHALL BE CONSIDERED INDIRECT OR CONSEQUENTIAL DAMAGES AND NOT RECOVERABLE; IF ANY TRADING-ASSOCIATED LOSSES ARE DETERMINED BY A COURT TO BE DIRECT LOSSES AND RECOVERABLE, THE APPLICABLE LIABILITY CAPS SHALL NONETHELESS APPLY TO LIMIT THE LIABILITY OF ALHAPPOINT GROUP.

4.5. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO ANY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION, TO THE EXTENT LIABILITY FOR THE FOREGOING CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

## 5. MISCELLANEOUS

- 5.1. Governing Law.** This Master Agreement and all rights, remedies and claims related hereto, including in respect of its negotiation, breach, existence, interpretation, validity, or termination, and any disputes, controversies, or claims in connection with or arising out of the foregoing and this Master Agreement (“**Disputes**”), shall be governed by the laws of the State of New York without giving effect to the conflicts of laws provisions thereof.
- 5.2. Arbitration.** Any dispute or controversy arising out of or in connection with this Master Agreement or its formation, existence, validity, interpretation, performance or termination shall be referred to and finally determined by arbitration. A party requesting arbitration shall do so by written notice to the other party. The arbitral tribunal shall be composed of one arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of agreement, within 30 days of the written request for arbitration, by the Rules of Arbitration of the International Chamber of Commerce (“**Rules**”) by one or more arbitrators appointed in accordance with the Rules. The seat of the arbitration shall be in New York, New York. The language to be used in the arbitral proceedings shall be English. The arbitration shall be conducted under the Rules in force as at the date of the commencement of the arbitration except to the extent that they relate to the nationality of an arbitrator, which Rules are deemed to be incorporated by reference into this clause. In the event of default by any party in respect of any procedural order made by the tribunal, the tribunal shall have the power to proceed with the arbitration and to deliver its award. All awards shall be final and binding on the parties. By agreeing to arbitration under this clause the parties waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made.
- 5.3. WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A JURY TRIAL IN RESPECT OF ANY ACTION AND ANY RELATED CLAIMS OR COUNTERCLAIMS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND MAKES THIS WAIVER VOLUNTARILY.
- 5.4. CLASS ACTION WAIVER.** CUSTOMER AGREES THAT THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY ACTION OR DISPUTE TO BE BROUGHT, HEARD, OR ARBITRATED AS A CLASS ACTION (INCLUDING WITHOUT LIMITATION OPT OUT CLASS ACTIONS OR OPT IN COLLECTIVE CLASS ACTIONS), OR IN A REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL CAPACITY ON BEHALF OF A CLASS OF PERSONS OR THE GENERAL PUBLIC. ALL ACTIONS AND DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY.
- 5.5. Modification.** Except as otherwise provided herein or in the Appendices, any waiver, amendment or other modification of this Master Agreement shall not be effective unless such modification is mutually agreed in writing.
- 5.6. No Waiver.** Except as expressly set forth herein, the rights and remedies of the Parties to this Master Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Master Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 5.7. Severability.** If any provision of this Master Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Master Agreement will remain in full force and

effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the Parties' intent.

**5.8. Third Party Beneficiary; Successors and Assigns.** Notwithstanding anything to the contrary, neither this Master Agreement nor any provision hereof, nor any Appendix hereto or document executed or delivered herewith, shall create any rights in favor of or impose any obligation upon any person or entity other than the Parties hereto and their respective successors and permitted assigns, and no third party is a beneficiary of this Master Agreement, save for the Affiliates and Designees of AlphaPoint Global who may enforce the provisions in this Master Agreement as if they had been parties to this Master Agreement in accordance with the New York law regarding contractual matters. Notwithstanding any other term of this Master Agreement, the consent of any person who is not a party to this Master Agreement (including, without limitation, the Affiliates and Designees of AlphaPoint Global) is not required for any amendment to, variation of or release, rescission, or termination of, this Master Agreement. This Master Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the Parties; provided, that Customer may not assign this Agreement or any rights or duties hereunder without the prior written consent of AlphaPoint Global (such consent to not be unreasonably withheld). Notwithstanding the foregoing, in the event of a change of control of Customer or Borrower, prior written consent shall not be required provided that the applicable Party provides the other Party with written notice prior to the consummation of such change of control. For purposes of the foregoing, a "change of control" shall mean a transaction or series of related transactions in which a person or entity, or a group of affiliated (or otherwise related) persons or entities acquires from stockholders of the such Party's shares representing more than fifty percent (50%) of the outstanding voting stock of such Party. For the avoidance of doubt, any and all claims and liabilities against AlphaPoint Global arising in any way out of this Master Agreement are only the obligation of AlphaPoint Global, and not any of its parents or affiliates. The Parties agree that none of AlphaPoint Global's parents or affiliates shall have any liability under this Master Agreement nor do such related entities guarantee any of AlphaPoint Global's obligations under this Master Agreement. Nothing contained in this Master Agreement shall be deemed or construed by the Parties, or by any third party, to create the relationship of partnership or joint venture between the parties hereto.

**5.9. Notices.** Unless otherwise provided in this Master Agreement, all notices or demands relating to this Master Agreement shall be in writing and shall be personally delivered or sent by Express or certified mail (postage prepaid, return receipt requested), overnight courier, or electronic mail (at such email addresses as a Party may designate in accordance herewith), or to the respective address set forth below, or shall be displayed on the Electronic Trading Platform:

Customer:

Borrower:

Either Party may change its address by giving the other Party written notice of its new address as herein provided.

**5.10. Entire Agreement.** This Master Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. In the event of conflict or inconsistency between the terms and conditions of this Master Agreement and the Appendices hereto, the terms and conditions set forth in the Appendices shall prevail solely to the extent of such conflict or inconsistency.

**5.11. Other.** Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders where necessary and appropriate. The section headings are for convenience only and shall not affect the interpretation or construction of this Master Agreement. The Parties acknowledge that this Master Agreement and any resulting transaction are the result of negotiation between the Parties which are represented by sophisticated counsel and therefore none of the Master Agreement's provisions will be construed against the drafter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Master Agreement as of the Effective Date.

**ALPHAPOINT GLOBAL S.A. de C.V.**

[\_\_\_\_\_]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **AlphaPoint Global S.A. de C.V. – Master Trading and Lending Agreement**

### **APPENDIX A**

#### **Risk Disclosure Statement**

The Services provided by AlphaPoint Global S.A. de C.V. cover dealings in transactions involving digital or virtual assets, digital tokens, coins or cryptocurrencies based on protocols and used by decentralized peer to peer computer networks (collectively, "**Digital Assets**") and foreign exchange, including physically settled spot transactions, Over The Counter ("**OTC**") transactions, together with derivatives such as futures, options and contracts for differences and any relevant strategies and combinations with or without spot transactions. Transactions include trades as well as lending and borrowing activity. A derivative is a financial contract whose value is designed to track the return on or is derived from currencies, interest rates, securities, Digital Assets, bonds, money market instruments, agricultural and energy products, metals and other commodities, financial instruments, reference indices or other benchmarks.

The intention of this Risk Disclosure Statement is to inform you that the risk of loss in relation to any such transactions (as described in the preceding paragraph) may be substantial in certain circumstances. Capitalized terms used in this risk disclosure statement shall have the meaning given to them in the Master Agreement unless otherwise defined in this risk disclosure statement.

You should not deal in any such aforementioned transactions unless you understand the nature of the transactions you are entering into and the extent of your exposure to risk. You should also carefully consider whether, and be satisfied that, such transactions are suitable for you in light of your circumstances and financial position. In considering whether to trade, you should also be aware of the following:

You are responsible for your decisions

We do not and will not provide any investment advice in relation to a transaction, your portfolio or trading strategy. This means that we will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular investments or executing particular transactions, any tax consequences or the composition of any account or any other rights or obligations attaching to such investments or transactions. Therefore, you must rely on your own judgment in deciding to enter into or close a transaction.

If we allow you to continue to trade or to allow your open transactions to remain open, this may result in you incurring further losses.

You must act only for yourself (as principal) and not on behalf of others

We will deal with you on the basis that you act as principal and not as agent for any undisclosed person. This means that unless we have otherwise agreed in writing, we will treat you as our client for all purposes and you will be directly and personally responsible for performing your obligations under each transaction entered into by you. If you act in connection with or on behalf of someone else, whether or not you identify that person to us, we will not accept that person as an indirect customer of ours and we will accept no obligation to such person unless otherwise specifically agreed in writing. Further, failure to inform us that another person is operating the account on your behalf may result in us terminating the transaction, voiding any transactions undertaken, and/or closing any open transactions, without prejudice to our other rights and remedies.

#### **Fees**

Spreads, fees, interest and other charges will be payable by you when you trade. These charges will reduce your trading net profits (if any) or increase your losses.

If you hold a position open overnight, an overnight premium may be chargeable, either directly or incorporated within the terms of the relevant product. We will determine such premium in accordance with the terms of this Master Agreement and the relevant transaction.

#### **Off-exchange or OTC Transactions**

Transactions subject to this Master Agreement will be off-exchange. While some off-exchange markets are highly liquid, transactions in off-exchange, over the counter or “non-transferable” transactions may involve greater risk than investing in on-exchange transactions because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid prices and offer prices need not be quoted, and even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price. Before you undertake such transactions you should familiarize yourself with the applicable rules and attendant risks.

### **Foreign Currency Risks**

The profit or loss on transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency exchange rates where there is a need to convert from the currency denomination of the contract to another currency. If you enter into currency option transactions you are exposed to risks that exchange rates may significantly change (including changes due to devaluation of one of the underlying currencies) and the risk that authorities with jurisdiction over one of the underlying currencies may impose or modify exchange controls. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate.

### **Risk of Trading in Leveraged Contracts**

The risk of loss in leveraged trading can be substantial. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated at a loss. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in light of your own financial position and investment objectives.

### **Suspension or Restriction of Trading and Pricing Relationships**

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair value”.

### **Contracts for Differences**

Some derivative transactions can also be referred to as contracts for differences (“CFDs”) which provide for adjustment between the parties based on the respective value or levels of certain assets or reference indices at the time of the contracts and at an agreed future time. However, unlike other options, these contracts can only be settled in cash. Transactions in CFDs may also have a contingent liability and related margin requirements and you should be aware of the implications of this as set out under “Margin” below.

The value of the financial instruments in which you gain an exposure via a CFD (or other similar products) position may go up and down and if the market moves against you, you may be called upon to pay substantial additional margin at short notice, and on an intraday basis, to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered into the contract.

You should make sure you fully understand the risks involved in trading CFDs (and related products) and take appropriate advice if necessary. CFD trading carries a higher degree of risk than entering into spot transactions and may not be suitable for every customer.

CFD trading does not give you any right to the underlying instrument of the transaction. This means that you do not have any interest in, or the right to purchase any, underlying assets in relation to such instruments because the CFDs represent a notional value only.

### **Margin**

Other than in the case of transactions which are fully paid by you in advance, you may be required to transfer margin to us in the form of cash or Digital Assets (or other assets agreed with us in advance) prior to the entry into a transaction and from time to time during the life of a transaction (including on an intraday basis). Any such margin which is paid or delivered to us will be by way of title transfer and will not be held by us in an account on your behalf and our only obligation to you in relation to such margin will be a contractual obligation to return an equivalent amount or asset if we decide such margin is no longer required. As such, you will not enjoy the same protections in relation to the margin that you would otherwise have enjoyed had the margin been placed in an account held with us or another third party.

The amount of margin required to be transferred to us will be determined by us in such amounts as required by us from time to time in our sole and absolute discretion for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated transactions and one demand for margin shall not restrict our making a further demand for margin. You are responsible for ensuring arrangements are in place to deal at all times with calls for further margin to be transferred.

The use of margin in connection with CFDs is a form of leverage and this can work for you or against you. A small price movement in your favor can result in a high return on the margin transferred to us in relation to the CFD but conversely a small price movement against you may result in substantial losses.

### **Short Selling**

Short selling involves selling Digital Assets which a party may or may not own and borrowing the same Digital Assets for delivery to a purchaser, with an obligation to replace the borrowed Digital Assets at a later date. Short selling allows a party to profit from declines in Digital Assets. A short sale creates the risk of a theoretically unlimited loss, in that the price of the underlying Digital Asset could theoretically increase without limit, thus increasing the cost of buying those Digital Assets to cover the short position. There can be no assurance that the Digital Assets necessary to cover a short position will be available for purchase. Purchasing Digital Assets to close out the short position can itself cause the price of the Digital Assets to rise further, thereby exacerbating the loss. These risks should be considered when permitting or engaging in short selling.

### **Liquidation of Positions**

Under certain market conditions, you may find it difficult or impossible to liquidate a position. In particular, Digital Assets may not be liquid for many reasons, including system downtime due to technical failures and networking issues. To the extent that you would like to implement a threshold upon which to liquidate a Digital Asset on margin because a risk limit is set, and if the market is not liquid, you may not be able to liquidate. This may cause losses which you may have to absorb.

### **Risk of Digital Asset Trading**

The prices of Digital Assets are highly volatile and fluctuate, sometimes dramatically. The price of a Digital Asset may move up or down and may become valueless. In light of this, you should be prepared to lose your entire investment in such Digital Assets. The rationale of why prices move are not always clear, particularly compared to traditional asset classes where there is more history. Price movements may be influenced by, among other things, international movement of liquidity, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and economic events. In addition, the prices of Digital Assets may be impacted by governments. For example, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies and interest rate-related products. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. Given the potential volatility of Digital Assets, you should implement risk management procedures that address the impact on margin.

### **Model and Data Risk**

You may rely on quantitative models (both proprietary models developed by you, and those supplied by third party vendors) and information and data supplied by third party vendors such as indexes or other data (“**Models and Data**”). Models and Data are used to construct sets of transactions and investments and to provide risk management insights. When Models and Data prove to be incorrect or incomplete, any decisions made in reliance thereon expose you to potential risks. The success of relying on such models may depend on the accuracy and reliability of historical data supplied by third party vendors. All models need to rely on correct market data inputs. If incorrect market data is entered into even a well-founded model, the resulting information will be incorrect. However, even if market data is input correctly, “model prices” will often differ substantially from market prices, especially for securities with complex characteristics, such as derivative securities.

### **Regulatory Status**

We might not be authorized or regulated by a regulator or other government body or entity in certain jurisdictions. Accordingly, in the case of a default by us, you will not benefit from any government backed compensation scheme or the protections offered to investors or other creditors of authorized or otherwise regulated institutions.

### **Risks Specific to OTC Derivatives**

You expressly recognize and acknowledge that the transactions will be entered into Over The Counter, meaning off-exchange. You expressly acknowledge that you fully understand the nature, scope and consequences of each transaction as well as the extent of your exposure to risk resulting from such transactions. You acknowledge that the conclusion of any such transaction may not be suitable for you. You should seek professional advice, as you deem necessary or appropriate, and carefully consider whether the conclusion of any such transaction is appropriate for you in light of your own experience, objectives, financial resources and other relevant circumstances.

In particular, you should take careful note of the following:

- (1) **Market Risk:** Your payments and/or receipts in respect of a transaction are linked to changes in the value of one or more financial or commodity market prices, rates or indices. In particular, you recognize that you may suffer significant losses in a transaction both in terms of (i) the amounts you pay under the terms of the transaction being greater than the amounts you receive and (ii) the amount it might cost you to unwind such a transaction before its stated maturity. Market risk is accentuated in transactions involving leverage. AlphaPoint Global and/or its Affiliates and Designees are engaged in client-driven and proprietary activities in many markets and those general activities, as well as their hedging activity relating to a specific transaction, can adversely affect the value of that transaction for you.
- (2) **Credit Risk:** Any transaction which requires us to make payments to you will expose you to our credit risk (as opposed to the credit risk of a central clearing corporation as would generally be the case in certain other markets).
- (3) **Liquidity Risk:** A transaction generally cannot be assigned, transferred or terminated without the consent of the other party, and typically that other party is not legally or contractually obliged to give its consent. It therefore may be impossible for you to liquidate a transaction before its stated maturity date.
- (4) **Price Risk:** Because the prices and characteristics of transactions are individually negotiated and there is no central source for obtaining prices from competing dealers, there can be inefficiencies in transaction pricing. Neither AlphaPoint Global nor its Affiliates and Designees make any representation or warranty that prices will always be the best prices available to you. AlphaPoint Global and its Affiliates and Designees may make a profit from a transaction with you no matter what result the transaction is for you.
- (5) **Risk of Conflict of Interest:** You recognize that AlphaPoint Global and/or its Affiliates and Designees may at any time enter or have entered into other contracts with or for other parties including, without limitation, contracts for the purpose of hedging or for any other purpose, contracts which may result in AlphaPoint Global and/or its Affiliates and Designees holding a potentially opposing position to yours in respect of a transaction, that AlphaPoint Global and its Affiliates and Designees may also therefore gain a profit, charge or remuneration, and that in such cases neither AlphaPoint Global, nor any of its Affiliates or Designees shall not be liable to account or specifically disclose to you either the fact of such contracts or any such profit, charge or

remuneration made or received by AlphaPoint Global and/or its Affiliates and Designees from any such contract or other related contract. You agree that unless otherwise expressly specified in a transaction advice, confirmation or contract note, AlphaPoint Global shall be deemed to be acting in all respects as principal for the purpose of each transaction entered into by you; however, this will not prevent or restrict AlphaPoint Global (in its sole discretion but without any obligation to do so) from simultaneously or any other time acting as principal or agent for the purposes of any other contracts (whether for hedging purposes or otherwise) with or for any other party, including contracts which may involve a potentially opposing position to yours in respect of a transaction.

### **Acknowledgement**

You understand and agree that this brief Risk Disclosure Statement does not disclose all the risks and other significant aspects of transactions to be entered into with us, and you should therefore carefully study these transactions before you trade.

In particular, you understand and acknowledge that:

- (1) you have read and understood the nature and contents of the risk disclosures which are contained in this Risk Disclosure Statement;
- (2) you are acting on your own account and have reviewed carefully your specific financial needs and investment objectives before entering into any transaction, and you have made your own independent decision to enter into any transaction and as to the legality, suitability and appropriateness of any transaction based upon your own judgment and upon advice from such advisers as you have deemed necessary or appropriate;
- (3) you confirm that neither AlphaPoint Global, nor any Affiliate or Designee of AlphaPoint Global, is acting as a fiduciary for or an adviser to you in respect of any transaction;
- (4) you are not relying on any communication (written or oral) from AlphaPoint Global or from any Affiliate or Designee of AlphaPoint Global as investment advice or as a recommendation to enter into any transaction and you understand that the information and explanations of the terms of any transaction as contained in any confirmation shall not be considered to be investment advice or a recommendation to enter into such transaction;
- (5) you understand the tax implications of the transaction, particularly as regards to transactions involving Digital Assets, in your jurisdiction including, without limitation, income tax, corporation tax, capital gains tax or any sales tax or value added tax and any other tax framework in place within your country of residence for tax purposes; and
- (6) if AlphaPoint Global or any of its Affiliates or Designees makes any suggestions, it assumes no responsibility for your portfolio or for any investment or transaction into which you have entered.

In addition, no communication (written or oral) received from AlphaPoint Global or from any Affiliate or Designee of AlphaPoint Global shall be deemed to be an assurance or guarantee as to the expected results of any transaction. This Risk Disclosure Statement is subject to the Master Agreement, as amended or supplemented from time to time. This Risk Disclosure Statement, together with the Master Agreement and (for the avoidance of doubt) any Confirmation (as defined in the Master Agreement) shall form a single agreement between you and us. Words and phrases defined in the Master Agreement shall have the same meanings as in the Master Agreement (save where otherwise expressly provided herein) for the purposes of this Risk Disclosure Statement. You should be aware that any agreements or terms and conditions which you have executed or which are applicable to your transactions will remain valid and binding on you.

You hereby acknowledge that you have received a copy of this Risk Disclosure Statement in the language of your choice and that you have read, understood and accepted its nature and contents, as evidenced by your execution of the Master Agreement. You also appreciate that this Risk Disclosure Statement is not and cannot be taken as a comprehensive or exhaustive list of all possible risks. You further confirm that you have been given the opportunity to, and have been encouraged to, ask questions and to take independent professional and legal advice if you so wished. In the event of any inconsistency between the English version of this document and any translation, the English version will prevail. You acknowledge that if you are in any doubt as to the

meaning of the English language version or the accuracy of any translation, you should seek independent advice before acknowledging this Risk Disclosure Statement and signing the Master Agreement.

## AlphaPoint Global S.A. de C.V. – Master Trading and Lending Agreement

### APPENDIX B

#### Trading Services Terms

#### (1) GENERAL

- 1.1 **Scope.** AlphaPoint Global (or such other Designee of AlphaPoint Global identified in the relevant Confirmation) anticipates entering into one or more deliverable spot transactions and/or over-the-counter derivatives transactions with you (including CFDs) relating to Digital Assets and/or foreign exchange, as further described in Schedule 2 (*Product Specific Terms*) and any other transactions which we may agree shall be governed by this Agreement (with any such transaction being referred to herein as a “**Transaction**”).
- 1.2 **Single Agreement.** All Transactions are entered into in reliance on the fact that this Appendix B, including the Schedules hereto, the Risk Disclosure Statement in Appendix A to the Master Agreement, and all Confirmations, will together form a single agreement between you and us (collectively referred to in this Appendix B and the Schedules as this “**Agreement**”), and that neither we nor you would otherwise enter into any Transaction. Section references in this Agreement are to the relevant Section of this Appendix B, and Schedule references in this Agreement are to the relevant Schedule to this Appendix B, in each case unless otherwise noted.
- 1.3 **Transactions.** The specific terms of each Transaction shall be recorded in a Confirmation (as defined below), which shall be governed by the general terms and conditions contained in this Agreement and the relevant Schedules.
- 1.4 **Electronic Trading Platform.** Transactions may be carried out electronically over our Electronic Trading Platform made available to you from time to time. All such Transactions will be subject to the terms of this Agreement and Schedule 4 (*Electronic Trading Terms of Service*). To the extent that there is inconsistency between the terms of Schedule 4 and this Agreement, the terms of Schedule 4 shall prevail. Use of the Electronic Trading Platform by individual users is also subject to the terms of Schedule 5 (*Privacy Policy*).
- 1.5 **Inconsistency.** If there is any inconsistency between the provisions of this Agreement and any Confirmation, the Confirmation shall prevail for the purposes of the particular Transaction.
- 1.6 **No agency.** By entering into this Agreement and a Transaction, you confirm that you do so as principal and not as agent or any person or entity or in any other capacity, fiduciary or otherwise.

#### (2) DEFINITIONS

- 2.1 Capitalized terms in this Agreement shall have the meanings set out below:

“**AlphaPoint Global**”, “**AlphaPoint**”, “**AP**”, “**we**”, “**us**” and “**our**” is as defined in the Master Agreement, and in this Agreement refers to either AlphaPoint Global S.A. de C.V. or its applicable Designee that enters into the Transaction with you and which will be specified in the relevant Confirmation.

“**Business Day**” refers to a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for business in the place(s) specified in the Confirmation or, if not specified, in the places relevant to the transaction and in accordance with market practice, selected by us in good faith in a commercially reasonable manner, including based on market practice for the type of action or payment to take place or be effected on such day.

“**Buy Order**” means an Order for the opening of a Transaction where you offer to buy a specific number or amount of a certain Reference Asset, and may also be referred to as a “long” or “long position”.

"**CFD**" or "**Contract for Difference**" means a contract for difference which provide for a payment between the parties based on the respective value or levels of certain assets or reference indices at the time of the contract and at an agreed future time.

"**Close-Out Amount**" shall have the meaning given to it in clause 15.1(b) herein.

"**Collateral**" means any cash, asset or security that is deposited or transferred, as the case may be, by you to us for the purposes of meeting your requirement to post margin pursuant to Schedule 3 (*Margin*).

"**Confirmation**" refers to any and all of the advice or confirmations which may be issued by us as a record of the terms of any Transaction and contain sufficient details to identify such Transaction.

"**Designee**" means any designee of AlphaPoint Global, which enters into the Transaction with you as specified in the relevant Confirmation.

"**Difference**" means the difference in price of a Reference Asset at the opening of a Transaction and the closing of such Transaction, as determined by AlphaPoint Global.

"**Digital Asset**" means any digital or virtual asset or currency or Token based on protocols and used by decentralized peer to peer computer networks, and as further specified in the applicable Confirmation.

"**Digital Asset Deliverable Transaction**" means the Transaction will settle in accordance with clause 2 of Schedule 2 and that one or both of the assets to be delivered in accordance therewith will be a Digital Asset.

"**Early Termination Date**" means a date on which all Transactions terminate pursuant to clause 14 (*Termination*).

"**Electronic Trading Platform**" means any OTC trading platform designated by us for the purposes of placing Orders in connection with Transactions.

"**Equivalent Collateral**" means Collateral of the same type, nominal value, description and amount as that Collateral.

"**Event of Default**" has the meaning specified in Section 14 (*Termination*).

"**Exchange(s)**" means securities or futures Exchanges, clearing houses, self-regulatory organizations, multilateral trading facilities or alternative trading systems for Reference Assets.

"**Fallback Settlement Date**" means the day falling four (4) Business Days after the Trade Date.

"**FATCA**" means the Foreign Account Tax Compliance Act including in Sections 1471 to 1474 of the U.S Internal Revenue Code of 1986, as amended from time to time.

"**Fill-or-kill Order**" means an Order sent by you to us without us having first provided a Quotation which is only capable of acceptance by us in full and at a price no worse than specified in your Order.

"**Funding Premium**" means the amount of premium calculated in respect of an open Transaction on a basis notified to you in writing (including electronically) calculated by reference to the amount of interest that would apply to the sum of money necessary to take out a position in the underlying Reference Asset with the same value.

"**Immediate-or-cancel Order**" means an Order sent by you to us without us having first provided a Quotation which is capable of acceptance by us in part or in full and at a price no worse than specified in your Order.

"**IRS**" means the Internal Revenue Service of the United States of America.

"**Limit Order**" means an Order to enter into a Transaction at a specified price or better, subject to clause 2 of Schedule 2.

"**Margin**" means any of the margin required to be posted by you, as stipulated by us in accordance with clause 13 (*Margin Calls*) below in the form of cash (in USD) or such other assets or currencies as agreed between the parties from time to time.

**"Market Order"** means an Order to enter into a Transaction immediately at the best available price, subject to clause 1 of Schedule 2.

**"Notional Amount"** means the quantity of Transaction Currency specified as such in the relevant Confirmation.

**"Order"** means your request to enter into a Transaction with AlphaPoint Global based, except in the case of a Fill-or-kill Order or an Immediate-or-cancel Order, on a Quotation provided by AlphaPoint Global.

**"Potential Event of Default"** means any event which, with the giving of notice or the lapse of time or both, would (or could reasonably be expected to) constitute an Event of Default.

**"Privacy Policy"** means our privacy policy as set out in Schedule 5 (*Privacy Policy*).

**"Quotation"** means, in respect of a potential Transaction, an indicative quotation from us to you as to the price at which we may, but shall not be obliged, to enter into such Transaction with you.

**"Reference Asset"** means, in the case of a CFD, the Underlying.

**"Risk Disclosure Statement"** means the Risk Disclosure Statement attached as Appendix A to the Master Agreement.

**"Sanctions"** means any law, regulation, decree or order, rule or requirement relating to economic or trade sanctions, embargoes or export controls and similar laws in force from time to time of: (i) the United Nations; (ii) the European Union; (iii) the United Kingdom; (iv) the United States of America; or (v) any other country, authority or regional or supranational body which imposes the aforementioned measures affecting any Party and/or any of the activities envisaged under this Agreement or the Confirmation;

**"Sanctioned Countries"** means any country which is directly or indirectly the subject of any Sanctions; and

**"Sanctions Targets"** means any legal or natural person which is directly or indirectly the subject of any Sanctions (whether by virtue of being named on any list of persons or entities subject to Sanctions, by being ultimately beneficially owned or controlled by or acting on behalf or at the direction of such a person or by being a national of, or ordinarily resident or located in, a Sanctioned Country).

**"Security Document"** means any guarantee, credit support annex, letter of credit or any other security document that secures your obligations under this Agreement and each Transaction entered into pursuant to this Agreement.

**"Sell Order"** means an Order for the opening of a Transaction where you offer to sell a specific number or amount of a certain Reference Asset.

**"Settlement Date"** refers to, in relation to any Transaction which is not a CFD, each day specified in the relevant Confirmation for payment of any amount or delivery of any asset or currency under that Transaction and in relation to any Transaction which is a CFD, the day on which the relevant Transaction is closed out in accordance with Schedule 2. If such date is not a Business Day, it shall be adjusted in accordance with the applicable Business Day Convention (as defined in this Agreement) as specified in the relevant Confirmation.

**"Substitute Collateral"** means, in the event that it is illegal, impossible or otherwise impractical for us to return the Equivalent Collateral to you, we may, in good faith and using commercially reasonable efforts, return to you collateral that may not be of the same type, nominal value, description and amount as that Collateral.

**"Termination Currency"** means, in relation to any calculation of the Close-Out Amount upon any close out and termination of an outstanding Transaction under Section 15.1 (*Payments on Early Termination*), the currency or Digital Asset into which such Close-Out Amount shall be converted and which shall be such currency as you and we may agree but in the absence of such further agreement shall be Euros.

**"Termination Currency Equivalent"** means the amount of any Close-Out Amount or Unpaid Amount, denominated in any currency other than the Termination Currency, converted by us to an equivalent amount expressed in the Termination Currency having regard to prevailing market rates.

"**Token**" means any digital tokens, coins or cryptocurrency.

"**Token Network**" means any computer network that offers Tokens or permits the generation of Tokens by network providers;

"**Trade Date**" means, in respect of a Transaction, the date on which we accept your Order in respect of such Transaction;

"**Trading Hours**" means the hours of trading set out on the Electronic Trading Platform for a particular Reference Asset.

"**Transaction**" means any transaction concluded by you with AlphaPoint Global or the applicable Designee, whether orally or otherwise, pursuant to the terms of this Agreement and as may be subsequently confirmed to you in writing in any Confirmation of such Transaction.

"**Transaction Currency**" means, in relation to a payment for any Transaction, the currency in which such payment should be made.

"**UK IGA**" means the Intergovernmental Agreement between the governments of the United States and the United Kingdom to facilitate the implementation of FATCA.

"**Underlying**" means a currency, asset (including Digital Asset), index or other measure of value which is applicable to a Transaction and is specified as such in the Confirmation.

"**You**", "**your**" and "**yours**" and the "**Client**" refer to you, the client(s) (which include a corporate body, partnership or association), who enter into this Agreement with AlphaPoint Global.

2.2 Where the expressions "**you**", "**your**" and "**yours**" consist of two or more persons, all agreements, obligations, powers, authorities and liabilities on your part in connection with this Agreement shall be joint and several. An obligation to notify you arising pursuant to the terms of this Agreement (if any) shall be discharged by notification to any one of you. Without affecting our rights and remedies against any of you, we may compound or vary the liability of or grant time or other indulgence to any of you.

2.3 As used here, the singular or plural number shall each be deemed to include the other unless the context otherwise indicates.

### **(3) INSTRUCTIONS AND CORRESPONDENCE**

3.1 Any oral or written instructions received by us (including electronic instructions received through the Electronic Trading Platform) in respect of any Transaction and identified as to proper authority to our satisfaction shall be deemed to be your proper and duly authorized instructions and shall be binding on you, and we shall not be liable for acting upon such instructions even if such instructions contain an error or are not authentic or duly authorized.

3.2 You agree that we may record all telephone calls relating to this Agreement and all Transactions entered into under this Agreement. You agree to the use of such recordings and transcripts of such recordings by us as evidence in any actions, proceedings or disputes between you and us. We shall not be required to maintain copies of such recordings and transcripts.

3.3 Where telephone, telex or cable instructions are involved, we may (but shall not be obliged to) rely on instructions purportedly given by only one of your authorized signatories, notwithstanding any authority which you may have provided to us stipulating that we should only take action pursuant to receiving instructions from two or more of your authorized signatories.

### **(4) STATEMENTS OF ACCOUNT AND CONFIRMATIONS**

4.1 You will be sent statements of account ("**Statements**") on a frequency to be determined by us, and these will detail any Transactions entered into by you with us.

4.2 We will send you a Confirmation within a reasonable time of entering into a Transaction (but failure to send a Confirmation will not constitute an event of default on our part). Each Confirmation constitutes a supplement to and forms an integral part of this Agreement.

- 4.3 You undertake to verify the correctness of each Confirmation and to inform us within one Business Day from delivery of any Confirmation of any discrepancies, omissions or debits wrongly made to, or inaccuracies or incorrect entries in, the account or in the particulars of the Confirmation. After one Business Day, the account entries as kept by us and the details contained in the Statement or Confirmation shall be conclusive evidence against you without any further proof that the entries in the account and the details contained in the Statement or Confirmation are correct except as to:
- (a) any alleged errors which you have already brought to our attention; and
  - (b) any payments made on forged or unauthorized endorsements, subject to our right to adjust (which may be exercised by us at any time) any entries in the account or details contained in the Statement or Confirmation where they have been wrongly or mistakenly made by us.
- 4.4 Except as provided above, we shall be free from all claims in respect of the account and the particulars of the Transaction contained in the Statement or Confirmation, notwithstanding any discrepancies, omissions or debits wrongly made to, or inaccuracies or incorrect entries in, the account, Statement or Confirmation as so stated, whether made, processed or paid out as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever. You acknowledge and agree that fraudulent activity in respect of the account, including any attempt to withdraw funds that you do not own, did not transfer into your account, or did not purchase, is strictly prohibited.
- 4.5 Any Statement or Confirmation or other documents to be given to you shall be validly given if transmitted to you in accordance with your contact details last registered with us, and shall be deemed to have been received by you within a generally acceptable time for that means of communication.

**(5) FEES AND COSTS**

- 5.1 Charges, commissions or fees may be included in the price or rate for the Transactions quoted to you or which are concluded with you. You understand that we may also receive remuneration from any counterparty on a portion of such charges, commissions or fees and that we will retain such rebates as part of our compensation.

- 5.2 All costs and expenses (including legal costs) incurred by us in connection with the preservation, protection or enforcement of our rights in connection with this Agreement shall be reimbursed by you upon our demand.
- 5.3 Additional fees may be charged according to the terms of any mutually agreed and signed appendices.

## **(6) FUNDING PREMIUM**

- 6.1 We will value open Transactions on a daily basis and calculate the amount of Funding Premium payable in respect of each Transaction. A different premium rate will normally apply to long and short positions. While your Transaction remains open, the amount of Funding Premium will be calculated and will accrue on a daily basis and will either be added to your Collateral (where it is payable to you) or be added to your Margin requirement (where it is payable by you).
- 6.2 The premium rate applicable to any open Transaction will be determined by us in our sole discretion. We will use reasonable efforts to publish on our website historical premium rates which we have applied.

## **(7) PAYMENTS AND DELIVERIES**

- 7.1 Each party will make each payment or deliver the assets (according to the terms of each Transaction) on the relevant Settlement Date, subject to the other provisions of this Agreement.
- 7.2 Each of AlphaPoint Global's obligations under Section 7.1 is subject to
- (a) the condition precedent that no Event of Default or Potential Event of Default with respect to you has occurred and is continuing;
  - (b) the condition precedent that no Early Termination Date has been effectively designated by us in respect of the relevant Transaction; and
  - (c) any other condition as may be specified in this Agreement to be a condition precedent for the purposes of this Section 7.2.
- 7.3 All payments to be made to each party under any Transaction shall be made in the Transaction Currency in immediately available funds: (a) in the case of payments to us, at such account as we may by notice specify, and (b) in the case of payments to you, at such account notified by you to us.
- 7.4 All deliveries to be made to each party under any Transaction shall be made (in the case of deliveries to us) to us at such location as we may by notice specify, and (in the case of deliveries to you) to you at such location notified by you to us.
- 7.5 All sums payable by you under the Agreement shall be paid in full without set-off or counterclaim or any restriction or condition. We do not accept payments from any party other than you, unless otherwise expressly agreed in writing.
- 7.6 Without prejudice to the survival of any other provision of this Agreement, your agreements and obligations contained in Sections 7.1 to 7.5 above shall survive the payment in full of any amount due under this Agreement or under any Confirmation or document in respect of this Agreement.

## **(8) TAXATION**

- 8.1
- (a) All payments in respect of any Transaction under this Agreement will be made free and clear of and without withholding or deduction for or on account of any present or future taxes (including without limitation goods and services tax, levies, imposts, deductions, charges, and all liabilities with respect to any such present or future taxes, excluding taxes imposed on net income (all such non-excluded taxes hereinafter referred to as "**Taxes**"). If you are or become required by law to make any such withholding or deduction from any payment in respect of any Transaction under this Agreement, then you shall pay to us, in addition to the payment to which we are otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by us will equal the full amount we would have received had no such deduction or withholding been required.
  - (b) In addition, you agree to pay any present or future stamp or documentary taxes or any other

excise or property taxes, charges or similar levies which arise from any payment made under this Agreement or from the execution, delivery or registration of, or otherwise with respect to, any Confirmation or document delivered in respect of this Agreement (hereinafter referred to as "**Other Charges**").

- (c) You will indemnify AlphaPoint Global and its Affiliates, and its and their respective agents and representatives, for the full amount of Taxes or Other Charges (including without limitation any Taxes or Other Charges imposed by any jurisdiction on amounts under this Section 8.1 payable by them, or any liability (including penalties, interest and expenses) arising out of or with respect to any such Taxes or Other Charges, whether or not such Taxes or Other Charges were correctly or legally asserted. This indemnification shall be made within 30 calendar days from the date we make written demand for it.
- (d) If you become obliged to withhold or deduct from any payment to us any amount in respect of Taxes you will pay to the relevant governmental authority the full amount required to be deducted or withheld promptly upon determining that such deduction or withholding is required or receiving notice that such amount has been assessed against you. Within 30 calendar days after the date of any payment to a governmental authority pursuant to the previous sentence, or after payment of any Other Charges, you will give us either the original or a certified copy of the receipt evidencing payment of such Taxes or other Charges.
- (e) If any amounts payable from us to you becomes subject to a deduction or a withholding (whether on account of tax or otherwise), we will not be required to gross up any such amounts that have been or will be deducted.

8.2 You acknowledge that, in order for us to comply with the provisions of FATCA or any resulting intergovernmental agreement, and avoid the imposition of any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (the "**U.S. Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the U.S. Code (a "**FATCA Withholding Tax**"), you may, from time to time and to the extent provided under FATCA be required to:

- (a) provide further information and/or documentation to the IRS or other relevant competent authority and/or us, which information and/or documentation may include, but is not limited to, information and/or documentation relating to or concerning you, your direct and indirect beneficial owners (if any), any such beneficial owner's identity, residence (or jurisdiction of formation) and income tax status; and
- (b) certify to us your compliance or deemed compliance with, or exemption from, the requirements under Section 8.2(a).

8.3 You agree that you will provide such information and/or documentation concerning you and your direct and indirect beneficial owners (if any), as and when requested by us, as we, in our sole discretion, determine is necessary or advisable for us or any of our Affiliates to comply with obligations under FATCA.

8.4 You agree that you will notify us within thirty (30) calendar days of any change that affects your tax status pursuant to FATCA, the UK IGA, or any legal requirement or other agreement by or between governments and provide any additional documentation or other information that may be required in order to process any such change.

8.5 You acknowledge that (i) if you do not timely provide any such requested certification, information and/or documentation, as applicable, or (ii) if such certification, information and/or documentation is incorrect or incomplete, payments to you may be subject to FATCA Withholding Tax as may be required under FATCA, and we may deduct or retain from amounts due to you sufficient amounts to indemnify and hold harmless AlphaPoint Global and its Affiliates, and its and their respective representatives and agents, from and against any and all withholding taxes, interest, penalties and other losses or liabilities suffered by any such person on account of your failure to duly provide any requested certification, information and/or documentation or resulting from such person's reliance on any such certification, information and/or documentation provided by you.

8.6 You acknowledge that AlphaPoint Global is not required to contest any demand made by any government

authority for information regarding Transactions entered into with you or payment of withholding.

- 8.7 You acknowledge and agree that you shall have no claim against us or our Affiliates, or our respective representatives and agents, for any damages or liabilities attributable to determinations made pursuant to this Section 8.
- 8.8 You consent to the collection, storage, and disclosure by us and our representatives and agents of any confidential information to persons from whom we and our representatives and agents receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Confidential information includes personal data, account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature.
- 8.9 Your consent shall be effective notwithstanding any applicable non-disclosure agreement. You represent that you have secured from any third party on whom you have provided information to us any consents and waivers necessary to permit us and our representatives and agents to carry out the actions described in this Section 8, and that you will secure such consents and waivers in advance of providing similar information to us in the future.
- 8.10 You represent that you have provided to, and secured from, any person that will own a beneficial interest in a payment from us, any notice, consent or waiver necessary to permit us and our representatives and agents to carry out the actions described in this Section 8.
- 8.11 If it would be contrary to any governmental restriction or regulatory obligation for us to perform any payment obligation in respect of any Transaction, we may (if and to the extent that it would not be contrary to any governmental restriction to do so and if permissible by law) pay to you the equivalent amount in the local currency of the place in which the underlying asset relating to such Transaction is located (the "**Local Currency Equivalent**"). For the purposes of this Section 8.11, the Local Currency Equivalent shall be calculated at what we reasonably regard to be the best available spot rate.

**(9) PAYMENT NETTING AND SETTLEMENT**

- 9.1 If, on any date, amounts are due by each party to the other in the same currency in respect of any Transactions entered into under this Agreement, such amounts owing may be automatically satisfied and discharged and only the net amount owing on that day shall be paid by the party owing the larger amount to the other party.
- 9.2 Where you have more than one open Transaction, we may, but shall not be obliged to, aggregate the amounts due to be paid on any given Settlement Date (notwithstanding that such amounts may be due on different Settlement Dates) such that only the net amount owing shall be paid by the party owing the larger amount to the other party, such payment to take place no later than the latest Settlement Date applying to such Transactions.

**(10) INTEREST ON OVERDUE PAYMENTS**

In the event that you fail to make any payment under this Agreement, you shall, to the fullest extent permitted by law, pay interest on such unpaid amount from the due date to the date that payment is made in full at the rate per annum determined by us to be equal to the lesser of (a) twenty percent (20%) above the overnight indexed swap rate for the relevant currency with respect to such overdue amount, or (b) the maximum rate permissible by law. Such interest shall be calculated by us on the normal basis for the currency concerned on a daily basis and shall be payable on demand.

**(11) REPRESENTATIONS AND WARRANTIES**

On the effective date of this Agreement, you make the following representations and warranties (each of which will be deemed to be repeated by you each time you enter into a Transaction):

11.1 Private Individual

If you are a private individual:

- (a) you are at least eighteen (18) years of age, of sound mind and have full capacity to enter into this Agreement; and

- (b) in entering into a Transaction, you are acting for purposes which are not wholly or mainly outside your trade, business, craft or profession.

#### 11.2 Understanding of Risk

You have read and understood the Risk Disclosure Statement, and you understand and are prepared to accept the degree of risk involved in the entry into Transactions under this Agreement; in particular, you understand the nature of the Transactions contemplated under this Agreement and that such Transactions are subject to complex risks which may arise without warning and may result in substantial losses.

#### 11.3 Corporate Status

If you are a company or organization: you are duly organized and validly existing under the laws of the jurisdiction of your organization or incorporation and, if relevant under such laws, you are in good standing.

#### 11.4 Non-Reliance

Except where expressly agreed otherwise you are acting for your own account, and have made your own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for you based upon your own judgment and upon advice from such advisers as you have deemed necessary. In the absence of an express agreement to the contrary, you are not relying on any communication (written or oral) received from or produced by us as investment advice or as a recommendation to enter into this Agreement, it being understood that in the absence of any such express advisory agreement, any information and explanation related to the terms and conditions of any Transaction will not be considered investment advice or a recommendation to enter into such Transaction. No communication (written or oral) received from or produced by us will be deemed to be an assurance or guarantee as to the expected results of any Transaction.

#### 11.5 Assessment and Understanding

You are capable of assessing the merits of and understanding (whether on your own or through independent professional advice), and understand and accept, the terms, conditions and risks of this Agreement. You are also capable of assuming, and assume, the risks of this Agreement.

#### 11.6 Status of Parties

Except where expressly agreed otherwise, you are entering into this Agreement and any Transaction as principal and not as agent, and you understand that we are not acting as a fiduciary for or an adviser to you in respect of this Agreement.

#### 11.7 No Breach

The performance of any of your obligations under this Agreement will not violate:

- (a) any law, regulation, decree or legal restriction, tax regulation or obligation, or any order or judgment of any court or other agency of government applicable to you or any of your assets;
- (b) (if you are a company or corporation) any provision of your constituting documents; or
- (c) the terms of any material agreement to which you or any of your assets is subject.

#### 11.8 Binding Obligations

This Agreement and each Transaction constitute your legal, valid and binding obligations enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application).

#### 11.9 Status of Information

All information supplied by you in connection with this Agreement and each Transaction is true, complete and accurate in all respects.

#### 11.10 Power and Capacity

The transactions contemplated by this Agreement and each Transaction are within your powers and capacity.

#### 11.11 Event of Default

No Event of Default or Potential Event of Default with respect to you has occurred and is continuing or would occur by reason of your entry into, or performance of, your obligations under this Agreement or under any Transaction.

#### 11.12 Litigation

Any proceedings pending or threatened against you at law or in equity, or before any governmental authority, if adversely determined against you, will not, in the aggregate, materially impair your ability to perform your obligations under this Agreement or under any Transaction, and there is no such proceeding which purports to affect the legality, validity or enforceability of this Agreement or any Transaction.

#### 11.13 Deduction/Withholding of Taxes

Unless notified otherwise to us in writing before the date of this Agreement, no deduction or withholding (whether on account of taxes or otherwise) will be required to be made under any applicable law from any payment to be made by you under this Agreement or under any Transaction.

#### 11.14 Taxes

You have filed all tax returns which are required to be filed by you and have paid all taxes and assessments which have become due and payable by you, other than those not yet delinquent and except for those contested in good faith.

#### 11.15 Agreements and Acknowledgements Regarding Hedging Activities

(a) You agree and acknowledge that:

- (i) when entering into, and throughout the duration of, any Transaction, you are not relying on:
  - (1) the manner or method in which we adjust or unwind our Hedge Positions; and
  - (2) any communication, whether written or oral, from us, with respect to any of our Hedging Activities as to whether, when, how or in what manner or method we may, but are not obliged to, hedge any Transaction on a dynamic, static or portfolio basis by holding a corresponding position in the securities, commodities, assets, contracts or indices referenced by or underlying such Transaction or in any other securities, commodities, assets, contracts or indices or by entering into any Hedge Position;
- (ii) any Hedge Position established by us is a proprietary trading position and activity of ours;
- (iii) we are not holding the Hedge Positions or engaging in the Hedging Activities on your behalf or for your account, or as agent or fiduciary for you, and you will not have any direct economic or other interest in, or beneficial ownership of, the Hedge Positions or Hedging Activities; and
- (iv) the decision to engage in Hedging Activities is in our sole discretion, and we may commence or, once commenced, suspend or cease the Hedging Activities at any time as we may solely determine.

(b) For the purposes of this Section 11.15:

- (i) "**Hedge Positions**" means any purchase, sale, entry into or maintenance of one or more:
  - (1) positions or contracts in securities, options, futures, derivatives or foreign

exchange; or

- (2) other instruments or arrangements (however described) by a party in order to hedge, individually or on a portfolio basis, a Transaction; and
- (ii) "**Hedging Activities**" means any activities or transactions undertaken in connection with the establishment, maintenance, adjustment or termination of a Hedge Position.

#### 11.16 Acknowledgement Regarding Pricing

You acknowledge that whilst the prices displayed on our platform will take into account market data from various sources, they are not taken directly from any one source, and therefore may not match prices that you see elsewhere (including prices quoted on Exchanges). You further acknowledge that the triggering of your Transaction is linked to the prices we quote on the Electronic Trading Platform, not the prices quoted on the relevant Exchanges (where applicable). We attempt to display prices on an ongoing basis and to have the currently applicable prices displayed on the Electronic Trading Platform as quickly as possible. However, technical conditions (*e.g.*, the transfer rate of data networks or the quality of your connectivity to us, as well as rapid market fluctuations) may lead to a change in the applicable price between the time the Order is placed by you and the time the Order is received by us or the Order is executed by the Electronic Trading Platform. In addition, there will be times when circumstances may prevent the Electronic Trading Platform from displaying prices or affect the prices being displayed.

### (12) AFFIRMATIVE COVENANTS

#### 12.1 You undertake as follows:

- (a) you will comply with all applicable laws, rules, regulations and orders, and you will obtain and make all statutory, corporate and governmental authorizations, approvals and filings which may be required from time to time in order for you to perform your obligations under this Agreement and under each Transaction;
- (b) you will complete and deliver to us all relevant tax forms as may be necessary under the terms of this Agreement and/or as we may from time to time request;
- (c) you will make available to us, within fourteen (14) days of our request, all updated financial information, which fairly represents your financial condition on the dates and for the periods covered by such information;
- (d) if you are a company or a corporation: you will send to us within two (2) months after the end of each financial year, a copy of your unaudited and, if requested by us, audited accounts and financial statements in respect of the financial year just ended;
- (e) you will promptly notify us in writing of the occurrence of any Event of Default or Potential Event of Default in respect of you and of any steps being taken by you to remedy any such event;
- (f) you will, if we so request, deliver to us a legal opinion provided by your legal counsel in form and substance satisfactory to us upon execution of this Agreement or at any time following execution of this Agreement; and
- (g) you will execute in our favor from time to time any documents as may reasonably be required by us in connection with this Agreement or any Transaction, in form and substance acceptable to us.

#### 12.2 You understand and acknowledge that, as a matter of law or and/or our corporate policy or risk appetite, AlphaPoint Global:

- (a) is or may become obliged to comply with Sanctions,
- (b) is or may become directly or indirectly exposed to punitive or restrictive measures or enforcement action under Sanctions; and/or
- (c) may elect on a voluntary basis to comply with Sanctions.

AlphaPoint Global shall not be obliged to perform activities under this Agreement or the Confirmation, and shall have no liability such activities, to the extent that it determines (in its sole discretion) that performing such activities may: (i) cause it to breach Sanctions; (ii) expose it directly or indirectly to punitive or restrictive measures or enforcement action under Sanctions; or (iii) would be inconsistent with its corporate policy or risk appetite in relation to Sanctions.

You will not use any accounts, transactions or services provided by AlphaPoint Global under this Agreement or otherwise, or permit such accounts, transactions or services to be used:

- (a) in breach of Sanctions;
- (b) in a manner which may directly or indirectly expose AlphaPoint Global to punitive or restrictive measures or enforcement action under Sanctions; and/or
- (c) for the direct or indirect benefit of any Sanctions Target (or in a manner which may directly or indirectly result in any dealing in any property in which a Sanctions Target may have an interest);
- (d) so as to:
  - (i) facilitate activities which are restricted under Sanctions; or
  - (ii) cause such services to be exported or re-exported to any Sanctions Target or Sanctioned Country.

Without limiting the foregoing representation, you have in place processes, systems and controls that are reasonably designed to ensure that no investment fund managed by you accepts or maintains any subscription funds in breach of Sanctions, or directly or indirectly from any Sanctions Target.

- 12.3 You hereby warrant and represent to us (which warranties and representations shall be deemed repeated on each day during the term of this Agreement) that there are no existing or prospective Sanctions that would prevent performance of any of the activities envisaged under this Agreement and that AlphaPoint Global shall not breach Sanctions or become exposed to punitive or restrictive measures or enforcement action under Sanctions as a direct or indirect result of any of your acts or omissions pursuant to this Agreement.
- 12.4 No aspect of this Agreement shall be interpreted or applied so as to require us or our respective Affiliates to take, or to refrain from taking, any action in connection with this Agreement or any Confirmation that would: (a) be in violation of Sanctions (including those restricting participation in or compliance with certain foreign boycotts); or (b) directly or indirectly expose us to punitive or restrictive measures or enforcement action under Sanctions.
- 12.5 You acknowledge that our Sanctions and politically exposed person screening is conducted using third party tools at the outset of a client relationship and on a regular and ongoing basis.
- 12.6 You will not use any accounts, transactions or services provided by AlphaPoint Global under this Agreement or otherwise, or permit such accounts, transactions or services to be used to engage in any activity, practice or conduct which would constitute an offence under any laws, regulations or rules relating to bribery and corruption, including without limitation Foreign Corrupt Practices Act (U.S.A.) and the Bribery Act 2010 (U.K.).

### **(13) MARGIN CALLS**

- 13.1 You shall, at our request, post Margin in accordance with the terms of Schedule 3. Margin call notifications shall be validly given to you if sent to you by e-mail.
- 13.2 Should you not comply with your obligation to provide Margin under this Agreement within the time specified then, without prejudice to the rights and remedies available to us under this Agreement or otherwise by law, we will be entitled without notice to close out all or part of the Transactions in order to reduce the exposure at your cost.

### **(14) TERMINATION**

- 14.1 Events of Default

Each of the following circumstances shall be an Event of Default with respect to you:

(a) Insolvency

- (i) if you become insolvent or become unable to pay your debts as they fall due; or make a general assignment, arrangement or composition with or for the benefits of your creditors;
- (ii) if you institute or have instituted against you a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
- (iii) (if you are a company or corporation) if a petition is presented for your winding-up or liquidation, or (if you are a private individual) if a petition is presented for a declaration of bankruptcy to be made against you;
- (iv) (if you are a company or corporation) if you have a resolution passed for your winding-up or liquidation or a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar laws affecting creditors' rights, or (if you are a private individual) if you declare yourself bankrupt;
- (v) (if you are a company or corporation) if you make a general assignment or arrangement or composition with or for the benefit of its creditors;
- (vi) if you seek or become subject to the appointment of an administrator, receiver, trustee, custodian or other similar official in respect of any of your assets;
- (vii) if an encumbrancer takes possession of all or substantially all your assets or if a distress, execution, attachment, sequestration or other process is levied, enforced, sued on, or put into force against any of your assets;
- (viii) if any event occurs which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (i) to (vii) above; or
- (ix) if you take any action in furtherance of, or which indicates your consent to, approval of, or acquiescence in, any of the foregoing acts or circumstances.

(b) Failure to Pay or Deliver

If you fail to make any payment or delivery required to be made by you under this Agreement when it falls due and such failure is not remedied on or before the third Business Day after notice of such failure to pay or deliver is given by us.

(c) Misrepresentation

If any representation, statement and warranty made, deemed to have been made, repeated, or implied by you under or in connection with this Agreement proves to have been incorrect or misleading in any material respect at the time when it was made or repeated or deemed to have been made.

(d) Performance Failure

If you fail to comply with, perform or observe any term or condition contained in this Agreement (other than a failure referred to in paragraph (b) above) and such failure is not remedied on or before the fifteenth day after notice of such failure is given by us.

(e) Cross-Default

If there occurs with respect to you any event of default (howsoever described) under any agreement, mortgage, indenture or instrument entered into by you with any party, which results in any of your indebtedness or liability becoming or becoming capable of being declared due and

payable before the date on which it would otherwise have become due and payable, or if you fail to pay any amount under any such arrangement when it falls due or upon demand.

(f) Material Adverse Change

If there is any material adverse change in your financial, legal, or regulatory position which we become aware of and which may affect your ability to comply with your obligations under this Agreement or any Transaction.

(g) Death or Incapacity

If you are an individual: if you die or if, in our reasonable judgment, you become incapable of managing your affairs by reason of mental incapacity or for any other reason whatsoever.

(h) Change of Control or Transfer

If you are a company or corporation: if you consolidate or amalgamate with, or merge into or with, or transfer all or substantially all of your assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer:

- (i) the resulting, surviving or transferee entity fails to assume all your obligations under this Agreement or under any Security Document required in respect of this Agreement to which you or your predecessor were a party (whether by operation of law or pursuant to an agreement in a form reasonably satisfactory to us);
- (ii) the benefits of this Agreement fail to extend (without our consent) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement; or
- (iii) the creditworthiness of the resulting, surviving or transferee entity is materially weaker than immediately before such action.

(i) Force Majeure

After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, if either party is prevented from or hindered or delayed by reason of any force majeure or governmental act in the delivery or payment of any currency in respect of any Transaction, or from complying with any other material provision of this Agreement.

(j) Illegality

After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, if an event or circumstance occurs in relation to either party where it becomes, or with the lapse of time will become, unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by the other party), for any reason whatsoever, for a party to perform any absolute or contingent obligation to make a payment or delivery under this Agreement or to comply with any other material provision of this Agreement.

(k) Sanctions

- (i) After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, if an event or circumstance occurs in relation to either party where Sanctions prohibit or prevent a party performing any absolute or contingent obligation to make a payment or delivery under this Agreement or complying with any other material provision of this Agreement; and/or
- (ii) Any party becomes exposed directly or indirectly to punitive or restrictive measures or enforcement action under Sanctions.

## 14.2 Effect of an Event of Default

- (a) At any time while an Event of Default is continuing, we may by notice to you specify the relevant Event of Default or Events of Default and declare all outstanding Transactions and the obligations of the parties in connection with any Transactions terminated as of the date specified in such notice and the Transactions and such obligations shall terminate as of such Early Termination Date (whether or not such Event of Default or Events of Default are continuing on that date).
- (b) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 7.1 (*Payments*) in respect of Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date will be determined pursuant to this Section 14.2 and Section 15 (*Determination of Early Termination Amount*).

#### 14.3 Statement

On or as soon as reasonably practicable following the occurrence or designation of an Early Termination Date, we will make the calculations contemplated by Section 15 (*Determination of Early Termination Amount*) and will provide to you a statement:

- (a) showing, in detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations);
- (b) specifying any Early Termination Amount (as defined below) payable; and
- (c) giving details of the relevant account to which any amount payable to us is to be paid.

#### 14.4 Payment Date

An Early Termination Amount (as defined below) due in respect of any designated Early Termination Date will be payable on the day specified in the notice delivered pursuant to this Section 14.

### (15) DETERMINATION OF EARLY TERMINATION AMOUNT

#### 15.1 Payments on Early Termination

- (a) If an Early Termination Date has been designated, the amount, if any, payable in respect of that Early Termination Date (the "**Early Termination Amount**") will be determined by us pursuant to this Section 15 and will be subject to Section 7 (*Payments*).
- (b) With respect to each Transaction, we will calculate, having regard to the prevailing market rates and/or prices, the amount of losses or costs that are or would be incurred by us under then prevailing circumstances (expressed as a positive number) or the amount of gains by us that are or would be realized by us under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for us the economic equivalent of the material terms of that Transaction, including the payments and deliveries (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Section 7.1 (*Payments*) in respect of that Transaction that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (the "**Close-out Amount**").
- (c) Any Close-out Amount will be determined by us in good faith as described above and we will use commercially reasonable procedures in order to produce a commercially reasonable result.
- (d) We will determine each Close-out Amount as of the Early Termination Date or, if this would not be commercially reasonable, as of the date or dates following the Early Termination Date in accordance with market practice.
- (e) With respect to each Transaction, we will calculate the amounts owing to each party with respect to an Early Termination Date, being the aggregate of:
  - (i) in respect of all Transactions, the amounts that became payable (or would have become payable but for Section 7.2 (*Payments*)) to such party under Section 7.1 (*Payments*) on or before such Early Termination Date and which remain unpaid as at such Early Termination Date; and

- (ii) in respect of each Transaction, for each obligation under Section 7.1 (*Payments*) which was (or would have been but for Section 7.2 (*Payments*)) required to be settled by delivery to such party on or before such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered in respect of the relevant Transaction (the "**Unpaid Amount**").
- (f) The Early Termination Amount will be an amount equal to:
  - (i) the sum of:
    - (1) the Termination Currency Equivalent of the Close-out Amount or Close-out Amounts (whether positive or negative) determined by us for each Transaction; and
    - (2) the Termination Currency Equivalent of the Unpaid Amounts owing to us less;
  - (ii) the Termination Currency Equivalent of the Unpaid Amounts owing to you.

If the Early Termination Amount is a positive number, you will pay it to us; if it is a negative number, we will pay the absolute value of the Early Termination Amount to you. The parties agree that the amounts recoverable under this Section 15 are a reasonable pre-estimate of loss and not a penalty. Such amounts are payable for the loss of bargain and the loss of protection against future risks and, except as otherwise provided in this Agreement, neither party will be entitled to recover any additional damages as a consequence of such losses.

- 15.2 If an Early Termination Date is designated or deemed to occur in relation to a party, an amount equal to the value of the Collateral which has then been transferred to us (including the liquidated value of any non-cash Collateral) will be deemed to be an Unpaid Amount due from us to you for the purpose of clause 15.1.
  - 15.3 Any proceeds remaining after deducting all costs and expenses and payment of all amounts due under this Agreement, shall be paid to you. In the event such proceeds are insufficient to cover such payments, you shall pay to us immediately upon demand the amount of any deficiency.
  - 15.4 The acceptance of any request by you to terminate a Transaction before its termination date shall be solely at our discretion and, in making such decision, we may take into account the effect of such termination on any other outstanding Transaction under this Agreement and may calculate an Early Termination Amount in respect of such Transaction in accordance with this Section 15 as if such Transaction were the only Transaction existing under this Agreement, or in any other way we, in our sole and absolute discretion, may deem appropriate.
- (16) SET-OFF**
- 16.1 In addition to any rights of set-off we may have as a matter of law or otherwise, upon the occurrence of an Event of Default with respect to you, we will have the right (but shall not be obliged) to set off or apply any obligation of yours owed to us (whether or not matured or contingent and whether or not arising under this Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any of our obligations owed to you (whether or not matured or contingent and whether or not arising under this Agreement, and regardless of the currency, place of payment or booking office of the obligation).
  - 16.2 For the purpose of cross-currency set-off, we may convert any obligation into the Termination Currency at the applicable market exchange rate available on the relevant date.
  - 16.3 If an obligation is unascertained, we may estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.
  - 16.4 This Section 16 shall not constitute a mortgage, charge, lien or other security interest upon any of your property or assets.
  - 16.5 We shall, as soon as practicable thereafter, give notice to you of any exercise of our rights under this Section 16.

**(17) CURRENCY INDEMNITY**

The receipt or recovery by us of any amount in respect of your obligation to pay (under this Agreement or any Confirmation) in a currency other than the relevant Transaction Currency as any payment to us under any relevant Transaction, whether pursuant to a judgment of any court or under this Agreement, shall discharge such obligation only to the extent that, on the first day on which we are open for business immediately following such receipt, we shall be able, in accordance with normal banking procedures, having regard to prevailing relevant market rates, to purchase the Transaction Currency with the currency received. If the amount of the Transaction Currency so purchasable shall be less than the original Transaction Currency amount calculated by us pursuant to the provisions of this Agreement, or directed pursuant to the judgment of any court, you shall, as a separate obligation and notwithstanding any judgment of any court, indemnify us against any loss sustained by us. You shall in any event indemnify us against any costs incurred by us in making any such purchase of the Transaction Currency.

**(18) CONFLICTS**

You understand we may enter into Transactions with one of our Affiliates as our counterparty or with a person otherwise associated with us, even if a conflict of interest may arise. You also understand we may enter into Transactions in which we have a direct or indirect material interest.

**(19) COUNTERPARTS**

This Agreement may be executed in one or more counterparts (including by facsimile transmission), all of which taken together shall constitute one document.

**(20) MISCELLANEOUS**

- 20.1 This Agreement supersedes any previous agreement(s) between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement.
- 20.2 You acknowledge that you have not relied on and do not rely on, or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement and that you shall have no remedy, in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person, in contract, tort, equity, or pursuant to applicable statute.
- 20.3 No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise of any right or remedy under this Agreement shall preclude or restrict any further exercise of such right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 20.4 If any provision in this Agreement in whole or in part is held by any court of competent jurisdiction to any extent to be illegal, invalid or unenforceable under any enactment or rule of law, that provision or part shall to that extent be deemed not to form part of the Agreement and the enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 20.5 Nothing contained in this Agreement shall be construed as creating any partnership or joint venture with or between the parties.
- 20.6 Anti-money laundering and anti-terrorist financing requirements require us to conduct Anti-Money Laundering (AML), Customer Due Diligence (CDD) and Know Your Client (KYC) checks in relation to the identity of each client, the nature of each client's business and other details relating to transactions. To allow us to comply with our KYC and CDD procedures you agree to provide us with all the information we require including documents to verify your identity, details of beneficial ownership if relevant, and details of the source and origin of your funds or wealth. You acknowledge that failure to provide the requested information within a reasonable time period may result in our ceasing to deal with you or to provide services to you.

**(21) CONFIDENTIALITY**

- 21.1 Subject to Section 21.2 below, each party shall at all times keep confidential and shall not disclose to any third party any information of a confidential nature acquired in connection with this Agreement, any Transactions, or the performance of our obligations thereunder, except:

- (a) to our respective professional advisers (provided they are bound by an equivalent duty of confidentiality);
  - (b) as required by Applicable Regulation or under the compulsion of law or by request of any regulatory, government or law enforcement agencies in any jurisdiction; or
  - (c) to the extent that the confidential information is in or lawfully comes into the public domain other than by breach of this clause.
- 21.2 We shall have the right to disclose your confidential information to our Designees and Affiliates, or a third party such as an intermediary or clearing house, provided such disclosure is necessary in order to facilitate the performance of our obligations under this Agreement.
- 21.3 We shall be under no duty to disclose to you any information in making any decision or taking any action in connection with the performance of our obligations under this Agreement, or to take into account any information or other matters which come to our notice or the notice of any of our or our Affiliate's employees, directors, agents:
- (a) where this would, or we reasonably believe that it would, be a breach of any duty of fidelity or confidence to any other person; or
  - (b) which comes to the notice of an employee, officer or agent of us or our Affiliates, but does not come to the actual notice of any employee, officer or agent of us or our Affiliates dealing with you directly.

## **(22) LIMITATION OF LIABILITY**

- 22.1 Subject to clause 22.2 below, to the maximum extent permitted by applicable law:
- (a) neither we nor our Affiliates shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, including trading and trading-associated losses, or loss or corruption of data or information, or pure economic loss (whether the foregoing heads of losses are considered direct or indirect/consequential), or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
  - (b) our and our Affiliates' total aggregate liability in tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the aggregate amount of Margin transferred to us.
- 22.2 Nothing in the Agreement excludes or limits our or our Affiliates liability for gross negligence, willful misconduct, or fraud or fraudulent misrepresentation, to the extent such liability cannot be limited or excluded under applicable law.

## **(23) AMENDMENTS**

- 23.1 We may revise the terms and conditions in this Agreement and/or introduce additional terms and conditions at any time and from time to time.
- 23.2 The terms and conditions of this Agreement, any revision and/or addition to the terms and conditions of this Agreement, any items prescribed under the terms and conditions of this Agreement and any other information shall become effective subject to our notice of the same which shall be given to you at least 15 days before the date such amendments are to become effective and which may be given by letter, electronically, as set out in Schedule 4 (Electronic Trading Terms of Service) or by any other means we think fit. Such amendments shall be binding on you after the effective date thereof.

**(24) TRANSFER**

The rights and obligations of each party under this Agreement and under each Transaction may not be transferred (whether by way of charge or otherwise) without the prior written consent of the other party except that we may:

- (a) make a transfer of all or any part of this Agreement to any of our Affiliates or Designees, wherever situated, or pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all our assets to another entity (provided that prior notice of such transfer shall have been given to you at least thirty (30) days before the effective date of such transfer; however our failure to give such notice to you shall not prevent or invalidate any such transfer); and
- (b) make a transfer of all or any part of our interest in any amount (if any) payable to us under Section 7.3 (*Payments*). Any purported transfer not in compliance with this Section 24 shall be void.

**SCHEDULE 1**  
**to**  
**Trading Services Terms (Appendix B)**

**General Rules for Transactions**

This Schedule 1 sets out certain additional provisions and definitions applicable to this Agreement and all Transactions. This Schedule 1 is supplemental to, and forms part of the Agreement. If any part of this Schedule 1 is in any way inconsistent with the Agreement, this Schedule 1 shall prevail for the purposes of the relevant Transaction. In the event of any inconsistency between this Schedule 1 and the terms of any Confirmation, the Confirmation will prevail for the purposes of the relevant Transaction.

**1. TRADING**

1.1 You acknowledge and agree that each Transaction (other than a Fill-or-kill Order or an Immediate-or-cancel Order) will be entered into in the following manner:

- (a) first, a Quotation to you from us;
- (b) second, an Order sent by you to us in response to our Quotation; and
- (c) finally our acceptance of your Order by us.

You may only send us an Order to execute a Transaction with the same details as contained in our Quotation, including, but not limited to, price, quantity, direction and currencies. In respect of a Fill-or-kill Order or an Immediate-or-cancel Order, we will not send a Quotation and you may send us an Order without first receiving a Quotation.

1.2 In respect of a Fill-or-kill Order:

- (a) first, you will send us an Order which can only be accepted in full; and
- (b) secondly, if we wish to accept the Order, we may accept the Order in full only provided that the price for the Transaction will not be worse than specified by you in your Order;

1.3 In respect of an Immediate-or-cancel Order:

- (a) first, you will send an Order to us giving us the opportunity to accept the Order in full or in part; and
- (b) secondly, if we wish to accept the Order, we may accept the Order in part only provided that the price for the Transaction will not be worse than as specified by you in your Order and, in the Confirmation, we will notify you of the lower notional amount for which we have accepted the Order in part.

1.4 Each Transaction entered into in the manner described in clauses 1.1 to 1.3 (inclusive) above is a binding contract between you and us upon acceptance by us in the manner described herein and in clause 1.5 below.

1.5 A Transaction will be deemed to have been executed when your Order has been received and accepted by us in full (or in part, in the case of an Immediate-or-cancel Order). Our acceptance of an Order will be evidenced by our confirmation of the agreed terms to you.

1.6 A Quotation may be provided in response to a request for Quotation sent by you. We may elect not to provide a Quotation without giving any reason. However, we may provide you with a reason for the rejection of a request for Quotation, including but not limited to a breach of a risk or credit limit if a Transaction were to result from such a request for Quotation.

1.7 You acknowledge that the prices underlying our Quotations are subject to constant change. However, our acceptance of an Order will result in a Transaction at the price that you requested and no other price.

- 1.8 You acknowledge that we may apply reasonable restrictions to your activities on the Electronic Trading Platform, including but not limited to restrictions on the quantity and currencies of your requests for Quotation and our credit or risk exposure to you. Such limitations will be enforced by us.
- 1.9 You acknowledge that the prices contained in our Quotations are determined by us taking into account a number of factors. You may not communicate or use our prices for any purpose other than for your own trading with us. You acknowledge that prices contained in our Quotations are not taken from third party sources and therefore may not match prices that you see elsewhere.
- 1.10 While we attempt to show prices that are up to date, in rare circumstances technical conditions such as the quality of your connectivity to us or market volatility may invalidate the price indicated in our Quotation by the time that we receive your Order.
- 1.11 If, after the execution of a Transaction, we determine in our sole discretion that the conditions listed in clause 1.12 of this Schedule 1 have not been met, we reserve the right to cancel such Transaction whereupon neither party shall have any obligation to the other in respect of such Transaction.
- 1.12 The factors referred to in clause 1.11 include the following:
- (a) the Quotation must be obtained via the Electronic Trading Platform in the manner set out in Schedule 4
  - (b) your Order to execute a Transaction has been given while the Quotation is still valid;
  - (c) the Quotation must not contain a Manifest Error;
  - (d) an Event of Default must not have occurred in respect of you; and
  - (e) the execution of the Transaction must not result in a breach of your maximum risk or credit exposure or such other limitation placed on you by us.
- 1.13 In addition, and without prejudice to any other rights and remedies hereunder, we may at any time, in our discretion, cancel any Transaction or impose or change any restrictions or requirements on Transactions, including Transaction value limits.

## 2. BUSINESS DAYS

- 2.1 Where any calculation is to be made or action is to be taken in respect of a Transaction on a day that is not a Business Day, the appropriate convention for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day (the "**Business Day Convention**") specified in the relevant Confirmation for that Transaction shall be applied so that such calculation is made or action is taken on a date which is a Business Day. If no Business Day Convention is specified in the relevant Confirmation, "Following" shall be deemed to be the applicable Business Day Convention.
- 2.2 The following Business Day Conventions may be specified to be applicable in a Confirmation to any Transaction and shall have the meaning given to them below:
- (a) if "**Following**" is specified, the date on which such calculation is to be made or action is to be taken will be the first following day that is a Business Day;
  - (b) if "**Modified Following**" is specified, the date on which such calculation is to be made or action is to be taken will be the first following day that is a Business Day, unless that day falls within the next calendar month, in which case the date will be the first preceding date that is a Business Day; and
  - (c) if "**Preceding**" is specified, the date on which such calculation is to be made or action is to be taken will be the first preceding date that is a Business Day.
- 2.3 A Confirmation may refer to other "**Business Days**" including:
- (a) "**Clearance System Business Days**" means any day or days on which any clearance system that is specified in the Confirmation is open for execution and settlement of instructions.
  - (b) "**Currency Business Day**" means any day or days on which commercial banks are open for

business (including dealings in foreign exchange and foreign currency deposits) in the principal financial center for the relevant currency.

### 3. CALCULATIONS, DETERMINATIONS AND OTHER ACTIONS BY US

Where we make any calculation, valuation, adjustment or determination or take any other action, we shall do so in good faith having regard to relevant market practice. In the absence of bad faith, negligence or Manifest Error (as defined in clause 5.1(d) herein) we shall not be liable for any damages, losses, costs or expenses incurred by you as a result of any such calculation, valuation, adjustment, determination or any other action.

### 4. ADJUSTMENTS

We may make such changes, conversions, adjustments or modifications to the settlement, payment or other terms of any Transaction in good faith having regard to relevant market practice as appropriate to preserve the economic terms of such Transaction or to ensure that the terms of such Transaction match with the terms of our hedging transaction or market practices, as a result of disrupting events, including market disruptions, settlement disruptions, changes in law, market illiquidity and any adjustments and modifications to any Underlying, including the occurrence of extraordinary events such as a disruption event or other events that have a diluting or concentrative effect on the theoretical value of the relevant Underlying, taking into account any considerations we reasonably regard as relevant, including tax considerations.

### 5. EXTRAORDINARY EVENTS

5.1 An "**Extraordinary Event**" shall mean any of:

- (a) a "**Change in Law**", which means that, on or after the Trade Date of any Transaction:
  - (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, changes in (1) any tax law or (2) the regulatory treatment of any Digital Asset, or network(s) relating to a Digital Asset or Token Network or their development); or
  - (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation in any jurisdiction (including, without limitation, (1) any action taken by a taxing authority, or (2) the issuance of any binding or non-binding guidance or rules of interpretation by a regulatory authority with competent jurisdiction,

we determine in our sole and absolute discretion that (X) it has become illegal impossible or otherwise impracticable for us to hold, acquire or dispose of the Underlying relating to such Transaction, or (Y) we will incur a materially increased cost in performing our obligations under such Transaction (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on our tax position);

- (b) a "**Failure to Deliver**", which means the failure of a party to deliver, when due, the relevant Underlying under that Transaction, where such failure to deliver is due to illiquidity in the market for such Underlying;

- (c) a "**Hedging Disruption Event**", which means:

- (i) that we are unable, after using commercially reasonable efforts, to (X) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) we deem necessary to hedge the risk of entering into and performing our obligations with respect to the relevant Transaction; or (Y) realize, recover or remit the proceeds of any such transaction(s) or asset(s) (including, without limitation, as a result of theft or loss of any asset(s) we have acquired to hedge our risks in connection with the relevant Transaction, whether through a cyber-attack or otherwise); or
- (ii) that we would incur a materially increased amount of tax, duty, expense or fee (as compared with circumstances existing on the Trade Date) to take any of the actions mentioned in (X) or (Y) above, provided that any such materially increased amount that is incurred solely due to the deterioration of our creditworthiness shall not be deemed a

#### Hedging Disruption Event;

- (d) a "**Manifest Error**", which means, in relation a Transaction, the occurrence of an error that we reasonably believe to be obvious or palpable, including, but not limited to, Quotations for exaggerated quantities or at manifestly incorrect prices; and
- (e) any other event which we determine would or may have material effect on the commercial basis of any Transaction.

5.2 If an Extraordinary Event has occurred, we may, in our sole and absolute discretion, make such adjustments to the exercise, settlement, payment or any other terms of the Transaction as we consider appropriate which may include (but are not limited to):

- (a) cancelling the Transaction and calculating any payment due to or from you based on the closing prices as we reasonably deem to be appropriate other than in the case of a Manifest Error, in which case no further payments or deliveries will be due between the parties;
- (b) altering the Trading Hours for the affected Transaction;
- (c) adjusting the Margin requirements applicable to the Transaction; or
- (d) suspending or otherwise modifying the Transaction and/or a Confirmation to the extent that the Extraordinary Event makes it impossible or impracticable for us to comply with the terms thereof.

#### 6. SETTLEMENT DISRUPTION

6.1 A "**Settlement Disruption Event**" will occur if:

- (a) any event that, as determined by us in our sole discretion, disrupts or impairs our ability to effect Transactions in or to obtain market values for the Underlying;
- (b) as a result of an event beyond the control of either party, the transfer of a relevant Underlying cannot be reasonably effected; or
- (c) due to some other event beyond the control of either party, the valuation or settlement of any relevant Underlying cannot be effected.

6.2 If a Settlement Disruption Event prevents settlement on each of the six (6) Business Days following the original Settlement Date, we will arrange for the Underlying to be delivered in any other commercially reasonable manner on such date as we determine to be appropriate acting in good faith having regard to relevant market practice. If settlement is prevented beyond such time, we may take such steps in good faith having regard to relevant market practice.

#### 7. DISRUPTION EVENTS

7.1 A "**Disruption Event**" means any event which, in our sole discretion, makes it illegal, impossible or otherwise impracticable for a party to fulfil its obligations under a Transaction and shall include (but not be limited to) the following events:

- (a) the currency or asset exchange rate specified in the Confirmation or otherwise determined by us to be appropriate for any Transaction is split into dual or multiple currency or asset exchange rates;
- (b) it has become illegal, impossible or otherwise impracticable to convert the Transaction Currency in the country for which the Transaction Currency is the lawful currency through customary legal channels;
- (c) it has become illegal, impossible or otherwise impracticable to deliver the Underlying;
- (d) a material fork of the network of an Underlying;
- (e) any force majeure event (howsoever described) that, in our opinion, prevents us from maintaining an orderly market in one or more Transactions; or

- (f) any material change of circumstance or other event which, in our sole discretion, makes it illegal, impossible or otherwise impracticable to perform any calculation or determination or to do any action as referred to in a Confirmation (including without limitation, performing any valuation or effecting settlement of any Transaction).

7.2 Upon the occurrence of a Disruption Event (other than that set out in clause 7.1(d)), we may select and/or adjust the date of settlement and the manner of settlement, and shall carry out such other adjustments in good faith having regard to relevant market practice, taking into account all available information that we deem relevant in respect of such Transaction. We may also:

- (a) cancel the Transaction and calculate any payment due to or from you based on the closing prices as we reasonably deem to be appropriate other than in the case of a Manifest Error, in which case no further payments or deliveries will be due between the parties;
- (b) alter the Trading Hours for the affected Transaction;
- (c) adjust the Margin requirements applicable to the Transaction; or
- (d) suspend or otherwise modify this Agreement to the extent that the Disruption Event makes it impossible or impracticable for us to comply therewith.

7.3 We shall also notify you as soon as practicable after the occurrence of any such Disruption Event of any such alternative basis for the determination or adjustment of the manner of settlement, as the case may be.

7.4 In the case of the Disruption Event set out in clause 7.1(e), we shall cancel the Transaction and calculate any payment due to or from you based on the closing prices as we reasonably deem to be appropriate.

**SCHEDULE 2**  
**to**  
**Trading Services Terms (APPENDIX B)**

**Product-Specific Terms**

This Schedule 2 sets out certain additional provisions and definitions relating to Transactions. This Schedule 2 is supplemental to, and forms part of the Agreement. Definitions and terms used in this Schedule 2 shall be incorporated into any Transaction and to be subject to this Agreement. If any part of this Schedule 2 is inconsistent with the Agreement or any other Annex that forms part of this Agreement this Schedule 2 shall prevail for the purposes of the relevant Transaction. In the event of any inconsistency between this Schedule 2 and the terms of any Confirmation, the Confirmation will prevail for the purpose of the relevant Transaction.

**1. TRADE TYPES AND CONFIRMATIONS**

1.1 This Schedule 2 governs Digital Asset Deliverable Transactions, foreign exchange, and CFDs, to the extent offered by AlphaPoint Global; for clarity, at any given time AlphaPoint Global may offer none, or some but not all, of the foregoing types of transactions, as determined in its sole discretion.

1.2 The Confirmation will specify, amongst other things:

- (a) whether the Transaction is a Digital Asset Deliverable Transaction, foreign exchange, or CFD;
- (b) in the case of a Digital Asset Deliverable Transaction or foreign exchange transaction, the Underlying, the amount to be paid and/or delivered by the relevant party and the relevant Settlement Date; or
- (c) in the case of a CFD, the Underlying (the "**Reference Asset**"), who is to sell the Reference Asset (the "**Reference Asset Seller**") and who is to buy the Reference Asset (the "**Reference Asset Buyer**") and the notional amount of the CFD; and
- (d) whether the Order which has been accepted is a Market Order, a Limit Order, a Fill- or-kill Order or an Immediate-or-cancel Order.

**2. DIGITAL ASSET DELIVERABLE TRANSACTIONS AND FOREIGN EXCHANGE**

2.1 If the Confirmation specifies that the relevant Transaction is a Digital Asset Deliverable Transaction or a foreign exchange transaction, the terms of this clause 2 shall apply.

2.2 Under a Digital Asset Deliverable Transaction or a foreign exchange transaction:

- (a) each party will pay the amount specified to be payable in the Confirmation or, as the case may be, deliver the asset required to be delivered by the party; and
- (b) each such payment and delivery shall be made on the Settlement Date specified in the Confirmation or if no such date is specified, the Settlement Date shall be the date agreed between us provided that if no such date is agreed prior to the Fallback Settlement Date, the Settlement Date will be deemed to fall on the Fallback Settlement Date. Where the Settlement Date is not specified in the Confirmation and is not agreed between us prior to the Fallback Settlement Date, where applicable, you give us the right to enter into an offsetting Transaction on your behalf to close out the Transaction on the Fallback Settlement Date.

2.3 With respect to a Market Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the Order is submitted. Party B agrees that its offer to open a Market Order may be accepted at a lower price or higher price than the price indicated by Party B in its Market Order, within a certain range as specified on the Electronic Trading Platform from time to time.

2.4 If Party B chooses to open a Market Order, its offer will be accepted by Party A at the best possible price offered on the Electronic Trading Platform.

**3. CONTRACT FOR DIFFERENCES**

If the Confirmation specifies that the relevant Transaction is a Contract for Difference, the terms of this clause 3 shall apply.

### 3.1 Opening transactions

- (a) In order to enter into a Transaction, you must place a Buy Order or a Sell Order, at the price quoted by the Electronic Trading Platform at the time of such Transaction. '
- (b) The Electronic Trading Platform will provide a list of price and quantity pairs at which we are either willing to buy or sell each Reference Asset traded on the Electronic Trading Platform ("**Quotation**"). Orders for Transactions can only be accepted during the Trading Hours specified for each Reference Asset. You acknowledge that, upon placing a Buy Order or closing out a Sell Order, you may only do so on the basis of the Quotation provided by the Electronic Trading Platform in relation to the Reference Asset. You further acknowledge that by placing a Sell Order or closing a Buy Order, you may only do so at the price quoted by the Electronic Trading Platform, for the sale or purchase of such Reference Asset.
- (c) On the Electronic Trading Platform, you shall be entitled to make an Order to open a Transaction at the best available price on the Electronic Trading Platform at the time of opening such a Transaction, unless you specify a particular price in which to make such Order. With respect to a Market Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the Order is submitted. You agree that your offer to open a Market Order may be accepted at a lower price or higher price than the price indicated by you in your Market Order, within a certain range as specified on the Electronic Trading Platform from time to time.
- (d) If you choose to open a Market Order, your offer will be accepted at the best possible price offered on the Electronic Trading Platform.
- (e) Placing an Order does not guarantee that a Transaction will be entered by us, or will be entered into by us into under the exact same terms that exist when the Order is placed.
- (f) Similarly, with respect to a Limit Order, the price at which a Transaction is completed may not always be at the exact price displayed when the Order is submitted but will not be executed at a price which is less advantageous to you.
- (g) When a Transaction is opened on the Electronic Trading Platform which is a CFD, we enter into a contract for the difference between the value of a Reference Asset as specified on the Electronic Trading Platform at the time of opening a Transaction, and the value of such Reference Asset at the time of closing the Transaction. You acknowledge and agree that you are not entitled to ownership of the Underlying of such a contract.

### 3.2 Closing Transactions

- (a) In order to close a Transaction, you must either offer to sell (where you have placed a Buy Order) or purchase (where you have placed a Sell Order) the Reference Asset or the relevant quantity of the Underlying (in the case of a Digital Asset Deliverable Transaction) which is the subject of the open Transaction, at the price quoted by the Electronic Trading Platform at the time of such closing. Transactions or open positions cannot be transferred to other CFD providers or brokers or their platforms
- (b) You acknowledge that the trading of certain instruments on the Electronic Trading Platform may become volatile or illiquid without warning. In such circumstances, it may not be possible to immediately execute Orders on your behalf and trading will resume as soon as we determine it is possible.
- (c) If:
  - (i) the prices quoted on the Electronic Trading Platform change such that the total Difference payable by you pursuant to all your open Transactions equals to or exceeds the total Margin transferred, or to be transferred, to us, and you fail to transfer additional Margin in the timeframe required by us to cover such excess; or
  - (ii) the Underlying is removed from the Electronic Trading Platform; or

(iii) we determine it is necessary for regulatory reasons;

then we shall have the right to close-out immediately all or part of any Transaction whether at a loss or profit to you.

### 3.3 Settlement of CFDs

- (a) On each date on which a Transaction which is a CFD is closed out, and subject to any applicable adjustments for Funding Premium as set out in the Agreement:
- (i) You shall pay us the Difference if the Transaction:
- (1) was opened by way of a Sell Order (a "**Sell Transaction**") from you and the closing price of the Reference Asset is higher than the opening price of the Reference Asset; or
  - (2) was opened by way of a Buy Order (a "**Buy Transaction**") from you and the closing price of the Reference Asset is lower than the opening price of the Reference Asset.
- (ii) We shall pay you the Difference if the Transaction is:
- (1) (i) a Sell Transaction and the closing price of the Reference Asset is lower than the opening price of the Reference Asset; or
  - (2) (ii) a Buy Transaction and the closing price of the Reference Asset is higher than the opening price of the Reference Asset.
- (b) At our option, payments in accordance with clause 3.3 may be satisfied by crediting your Collateral (where a payment is due to you) or by adding the relevant amount to your Margin requirement (where a payment is due from you). We will notify you if we intend for payments with respect to one or more Transaction to be settled as set out in this clause 3.3.

**SCHEDULE 3**  
**to**  
**Trading Services Terms (APPENDIX B)**

**Margin Requirements**

1. Except for Transactions that have been fully paid for by you, you agree to pay or deposit and maintain Margin (including, without limitation, any liability for initial, original, variation and maintenance margin together with any additional Margin). For the avoidance of doubt Margin shall be in such amounts, provided at such times and in such form as required by us from time to time in our sole and absolute discretion for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under these Terms. If we determine that additional Margin is required, you agree to pay or deposit such additional Margin upon demand (which, for the avoidance of doubt, may be required on an intraday basis) and one demand for Margin shall not restrict our making a further demand for Margin.
2. When we receive Margin from you, or from a third party on your behalf, you agree that full ownership of such Margin is transferred to us. Consequently, you agree that all right, title, and interest in and to any non-cash Collateral which you transfer to us shall vest in us free and clear of any liens, claims, charges or encumbrances or any other interest you or any third party may have. We will not hold such Margin in accordance with the CFTC's Client Money and Asset Rules. As such, you acknowledge that the Margin we receive from you or on your behalf under this Schedule 3 will not be segregated from our own assets and that we can deal with such Margin as our own. In the event of our default, you will rank as an unsecured creditor of ours for return of such Margin or of Equivalent Collateral pursuant to this Schedule 3.
3. Nothing in this Schedule 3 is intended to create or does create in our favor any mortgage, charge, lien, pledge, encumbrance or other security interest in cash or any property transferred by you to us in accordance with this Agreement.
4. Subject to our rights under this Agreement and the Transactions (including transactions in exchange-traded contracts and over-the-counter derivative transactions whereby we deal with you as principal or agent), we shall have a contractual obligation to pay an equivalent amount of cash and/or deliver Equivalent Collateral or Substitute Collateral, as the case may be, to you when we determine in our discretion that such cash and/or assets are no longer needed as Margin in relation to any present, future or contemplated Transactions.
5. In respect of non-cash Collateral, we may assign such value to any non-cash Collateral paid to us as margin in our absolute discretion and may re-value such assets as such times and by such means as we consider appropriate in our absolute discretion.
6. Upon the designation of an Early Termination Date, we shall cease to have any obligations to you under clause 4 of this Schedule 3 and clause 15.2 of the Agreement shall apply in its place.
7. Unless your Transaction is denominated in another currency, all Margin shall be in the Transaction Currency. All Margin held by us will be subject to Sections 13 and 15 of the Agreement.

**SCHEDULE 4**  
**to**  
**Trading Services Terms (APPENDIX B)**

**Electronic Trading Terms of Service**

This Schedule 4 sets out certain additional provisions and definitions applicable to this Agreement and use of the Electronic Trading Platform. This Schedule 4 is supplemental to, and forms part of the Agreement. If any part of this Schedule 4 is in any way inconsistent with other parts of the Agreement, such other parts of the Agreement shall prevail.

**1. SCOPE**

- 1.1 These Electronic Trading Terms of Service (the "**Terms**" or "**Terms of Service**") govern your access to and use of the Application Programming Interface ("**API**") and website <https://www.apglobal.io> ("**Website**") of AlphaPoint Global S.A. de C.V., its trading platform (the "**Electronic Trading Platform**") and the electronic transactional services made available through the Electronic Trading Platform (the "**Electronic Trading Services**" or the "**Services**"). These Terms, jointly with our Privacy Policy, Agreement and any additional terms and conditions, policies, agreements and disclosures to which you have agreed are hereafter referred to collectively as the "**Agreement**".
- 1.2 If you are a corporate body, partnership association or other organization you shall ensure that your employees, agents and independent contractors you have authorized to use the Services on your behalf ("**Authorized Users**") have read, understand and comply with these Terms and you shall be responsible for any Authorized User's breach of these Terms.
- 1.3 If you are accepted as a client and are given an electronic client account ("**Account**") we may provide you or your Authorized Users with login credentials which can be used to access the Services. You are responsible for keeping the details of your Account (including any passwords) secure. You acknowledge and agree that we have no duty or obligation to verify or confirm the actual identity of the person who accesses your Account using validly issued credentials or that the person who accesses the Electronic Trading Platform, Website or the Services using such validly issued credentials is, in fact, an Authorized User. You acknowledge and agree that fraudulent activity, including any attempt to withdraw funds that you do not own, did not transfer into your Account, or did not purchase, is strictly prohibited.
- 1.4 The rights provided under this Agreement are granted to you only, and shall not be considered granted to any subsidiary or holding company.

**2. YOUR OBLIGATIONS**

- 2.1 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between you and us and except to the extent expressly permitted under these Terms you shall not, and shall procure that your Authorized Users shall not:
  - (a) access the Electronic Trading Platform or Services through automated means except via our API;
  - (b) develop applications using the Electronic Trading Platform, Website, API or the Services without our written consent;
  - (c) do anything that could overburden or impair the functionality of, or put undue strain on the Electronic Trading Platform, Website, API or the Services, including through denial of service, distributed denial of service or other attack;
  - (d) breach nor permit any third party to breach or attempt to breach any security measures used in connection with the Electronic Trading Platform, Website, API or the Services;
  - (e) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit, or distribute all or any portion of the API, the Website and/or the Electronic Trading Platform (as applicable) in any form or media or by any means;

- (f) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Electronic Trading Platform, the Website or the API;
  - (g) access all or any part of the Services, Website, API and/or Electronic Trading Platform in order to build a product or service which competes with the Services, Website and/or Electronic Trading Platform;
  - (h) license, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit or make the Services, API and/or Electronic Trading Platform available to any third party; or
  - (i) attempt to obtain, or assist third parties in obtaining, access to the Services, Website and/or Electronic Trading Platform, other than as provided under these Terms.
- 2.2 You shall use appropriate measures, which shall be at least reasonable measures consistent with financial industry best practices, to prevent any unauthorized access to, or use of, the Services, Website, API and/or the Electronic Trading Platform through your Account and, in the event of any such unauthorized access or use, promptly notify us.
- 2.3 You acknowledge and agree that the Electronic Trading Platform, Website, API or the Services (fully or in part) may be suspended temporarily or access may be restricted or suspended or limited for the purposes of maintenance or repair without notice and we make no warranty that the Electronic Trading Platform, Website, API or the Services will be fully available.
- 2.4 We may at any time suspend or cease to provide you and/or your Authorized Users with access to the whole or any part of the Electronic Trading Platform, Website, API and/or the Services or revoke your Account for any reason, including your breach of this clause 2. We retain complete discretion and authority to add, delete, modify or revise in whole or in part of the Services, Website, API and/or Electronic Trading Platform.

### **3. LICENSE TO USE THE ELECTRONIC TRADING PLATFORM, WEBSITE, API AND SERVICES**

Subject to these Terms, we grant you a non-exclusive, non-transferable, personal license during the term of these Terms to use, and to allow your Authorized Users to use, (but not modify) the Electronic Trading Platform, Website, API and/or the Services on your own account as principal. All rights not expressly granted herein are reserved by us. You acknowledge and agree that all intellectual property rights in and to the Electronic Trading Platform, Website, API and/or the Services, as applicable, including any trademarks, belong to us or our licensors and are protected by law.

### **4. LIMITATION OF LIABILITY**

Subject to clause 22.2 of the Agreement, the Electronic Trading Platform, Website, API and the Services (collectively, the “Offerings”) are provided on an “as is” and “as available” basis. Neither AlphaPoint Global nor its Affiliates makes, and each specifically and fully disclaims, any representation, warranty, or condition regarding the Offerings, whether express or implied, and whether arising by state or otherwise in law, or from a course of performance, course of dealing or usage of trade, to the maximum extent permitted by law, including any implied warranties of title, merchantability, fitness for a particular purpose, title and non-infringement. We do not make any representations or warranties that access to any part of the Offerings, or any of the materials contained therein, will be continuous, uninterrupted, timely, error-free, secure, or free of viruses, worms, Trojan horses or other code with contaminating or destructive properties. Operation of the Offerings may be interfered with by numerous factors outside of our control. We make no representations, warranties or conditions concerning the real or perceived value of any quoted currency. Further, we make no representation, warranties, or conditions as to the quality, suitability, usefulness, accuracy, or completeness of the Offerings or any materials contained therein or otherwise made available on or via the Offerings.

### **5. RISKS RELATED TO ELECTRONIC TRADING**

Undertaking trades on an electronic trading system will expose you to the technical risks associated with the particular trading system, including the failure of software, hardware or connectivity issues. Neither we nor our Affiliates (as defined in the Agreement) shall be responsible nor shall have any liability to you or your Authorized Users for such failures or any related losses.

## 6. CONSENT TO ELECTRONIC COMMUNICATIONS

- 6.1 We may provide certain disclosures, notices and other communications (including, without limitation, agreements, variations and updates to such agreements (including the Agreement), Confirmations, statements and trade history and other documents, notices and disclosures that we provide in connection with the Electronic Trading Platform and your use of the Services) (collectively "**Communications**") to you in written form. You hereby consent to receive those Communications in electronic form. Your use of the Electronic Trading Platform confirms your ability and consent to receive such Communications electronically, rather than in paper form.
- 6.2 Electronic Communications shall be deemed to be received by you upon delivery in the following manner:
- (a) posting them on the Website;
  - (b) sending them via electronic mail to the email address registered with your Account; or
  - (c) otherwise communicating them to you via the Electronic Trading Platform or the Services.
- 6.3 It is your responsibility to keep contact details registered with us up to date so that we can communicate with you electronically. You understand and agree that if we send you an electronic Communication but you do not receive it because your details with us are incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you.

**SCHEDULE 5**  
**to**  
**Trading Services Terms (APPENDIX B)**

**Privacy Policy**

This Privacy Policy describes the manner in which AlphaPoint Global S.A. de C.V., as data controller, collects, uses, maintains and discloses information collected from users of our Electronic Trading Platform, including our website located at <https://www.apglobal.io> (the “**Website**”).

In this Privacy Policy, we use the term "**Client**" or "**you**" to refer to any user of the Electronic Trading Platform. This term includes clients who are individuals, as well as any individuals authorized to access the Electronic Trading Platform on behalf of individual or corporate clients, such as employees and contractors. The term also refers to individuals connected to our corporate clients whose personal information we may collect and process in order to provide our services, for example company directors and shareholders.

**1. The personal information we collect**

In this Privacy Policy, "personal information" means any information that can be used to identify you or that we can link to you.

We may collect personal information from Clients in a variety of ways, including, but not limited to, when Clients visit our Website, register on the Website, submit enquiries, complaints or requests to us, and in connection with other activities, services, features or resources we make available on our Website.

Clients may be asked for identification information as appropriate. We will collect personal identification information from Clients only to the extent required by our AML/KYC policy. Clients are not obliged to provide us with identification information, but if they do not provide it, they may not be able to use the Electric Trading Platform or other services offered by us.

The personal information we may collect from you include:

- your name and title;
- address and email address;
- log-in details;
- nature of the product or service requested;
- payment information; and
- related information so that we may provide the Electronic Trading Platform and other services to you.

When we conduct AML/KYC checks, we also collect personal information from third party sources, such as public registers and records and credit reference agencies.

**2. Information collected automatically about Clients**

We may collect certain information about Clients automatically whenever they interact with our Website. Such information may include the Client's IP address, browser name, the type of computer and technical information about Clients means of connection to our Website, such as the operating system and the Internet service providers utilized and other similar information. This information may be linked to other information about you, and may therefore constitute personal information.

**3. Web browser cookies**

Our Website may use "cookies" to enhance user experience. This means a Client's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. Clients may choose to set their web browser to refuse cookies, or to alert them when cookies are being sent. If they do so, note that some parts of the Website may not function properly.

#### 4. How we use collected information

AlphaPoint Global S.A. de C.V. may collect and use your personal information for the following purposes:

- To create an account for you and to provide our services to you;
- To run and operate our Electronic Trading Platform;
- To satisfy our regulatory requirements, including but not limited to, AML/KYC compliance;
- To respond to any questions, requests or complaints from you;
- To improve customer service;
- To personalise user experience by enabling the Electronic Trading Platform to 'remember' certain details about you and tailor the Website content and functionality accordingly; and
- To send periodic emails relating to the Electronic Trading Platform or other services.

We may use your email address to send you information and updates pertaining to any orders.

#### 5. Legal bases for using your personal information

There are different legal bases that we rely on to use your personal information, namely:

- **Performance of a contract** – The use of your personal information may be necessary to perform the contract that you have with us. For example, as a user of our services we will use your personal information to respond to your requests and provide you with such services.
- **Consent** – We will rely on your consent when this is required by law, for example in relation to certain direct marketing practices. You may withdraw your consent at any time by contacting us at the details at the end of this Privacy Policy.
- **Legitimate interests** – We may use your personal information for our legitimate interests, for example to improve our products and services and the content of the Website. When we process personal information to meet our legitimate interests, we always balance these against the fundamental rights and freedoms of data subjects, and put in place robust safeguards to ensure your privacy is protected.
- **Compliance with laws** – We may use or disclose your personal information when we are required to do so by law (for example regulatory KYC and reporting obligations).

#### 6. Your rights over personal information

You have certain rights regarding your personal information, subject to local law. These include the rights to:

- access your personal information;
- rectify the information we hold about you;
- erase your personal information;
- restrict our use of your personal information;
- object to our use of your personal information;
- receive your personal information in a usable electronic format and transmit it to a third party (right to data portability); and
- lodge a complaint with your local data protection authority.

We encourage you to contact us to update or correct your information if it changes or if the personal information we hold about you is inaccurate.

Please note that we will likely require additional information from you in order to honour your requests.

If you would like to discuss or exercise such rights, please contact us using the contact details below.

## 7. Information sharing

We do not sell, trade, or rent your personal identification information to others. We may share generic aggregated information not linked to any personal identification information regarding visitors and users with our business partners and with regulatory bodies to the extent required by law.

We may also share your personal information with third parties under the following circumstances:

- Service providers and business partners. We may share your personal information with our service providers and business partners that perform marketing services and other business operations for us. For example, we may partner with other companies to process secure payments, fulfil orders, optimize our services, send newsletters and marketing emails, support email and messaging services and analyse information.
- We may share certain information about your interactions with our systems with our Affiliates and Designees as needed in connection with the Transactions and the services provided to you (e.g., internal reporting; marketing; regulatory requirement).
- Any law enforcement agency, court, regulator, government authority or other third party. We may share your personal information with these parties where we believe this is necessary to comply with a legal or regulatory obligation, or otherwise to protect our rights or the rights of any third party.
- Asset purchasers. We may share your personal information with any third party that purchases, or to which we transfer, all or substantially all of our assets and business. Should such a sale or transfer occur, we will use reasonable efforts to try to ensure that the entity to which we transfer your personal information uses it in a manner that is consistent with this Privacy Policy.

The recipients referred to above may be located outside the jurisdiction in which you are located (or in which we provide the services). See the section on "International Data Transfer" below for more information.

## 8. How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Electronic Trading Platform.

We will keep your personal information for as long as we have a relationship with you. Once our relationship with you has come to an end, we will retain your personal information for a period of time that enables us to:

- Maintain business records for analysis and/or audit purposes;
- Comply with record retention requirements under the law;
- Defend or bring any existing or potential legal claims; and
- Deal with any complaints regarding the services.

We will delete your personal information when it is no longer required for these purposes. If there is any information that we are unable, for technical reasons, to delete entirely from our systems, we will put in place appropriate measures to prevent any further processing or use of the data.

## 9. International data transfer

Your personal information may be transferred to, stored, and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under British Virgin Islands law.

We have put in place appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your data is adequately protected. For more information on the appropriate safeguards in place, please contact us using the contact details below.

#### **10. Electronic newsletters**

If a user decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc.

#### **11. Compliance with children's online privacy protection act**

We do not accept users under the age of 18 and no part of our Website is structured to attract anyone under 18. By visiting our Website or using the Electronic Trading Platform, you are confirming that you are at least eighteen (18) years old and are agreeing to be bound by the terms of this Privacy Policy and the accompanying Terms of Use. If you do not agree, you should not use the Electronic Trading Platform or the Website.

#### **12. Changes to this Privacy Policy**

AlphaPoint Global has the discretion to update this Privacy Policy at any time. When we do, we may post a notification on the main page of our Website. Where changes to this Privacy Policy will have a fundamental impact on the nature of the processing or otherwise have a substantial impact on you, we will give you sufficient advance notice so that you have the opportunity to exercise your rights (*e.g.*, to object to the processing).

#### **13. Your acceptance of these terms**

If you do not agree to this policy, you should not use the Electronic Trading Platform or the Website.

#### **14. Contacting us**

If you have any questions about this Privacy Policy, our practices or your dealings with us, please contact us at: [legal@apglobal.io](mailto:legal@apglobal.io)

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy.

## AlphaPoint Global S.A. de C.V. – Master Trading and Lending Agreement

### APPENDIX C – Lending Services Terms

#### (1) General

1.1 Scope. This Appendix C applies to certain loan transactions between you (“**Lender**” or “**Customer**”) and AlphaPoint Global S.A. de C.V. “**Borrower**”) as follows:

- (a) Borrower may, from time to time, seek to initiate a Loan Transaction (a “**General Loan**”) pursuant to which Customer will lend U.S. Dollars or Digital Currency (the “**Loaned Assets**”) to Borrower, and Borrower will agree to pay a Loan Fee and return such U.S. Dollars or Digital Currency to Customer upon the termination of the Loan; and
- (b) Customer may open an interest-bearing account with Borrower (“**IBA Account**”), into which Loaned Assets will be deposited in order to earn interest and from which Borrower may borrow (an “**IBA Loan**” and, together with the General Loans, the “**Loan Transactions**”).

Borrower intends to use any Loaned Assets under this Agreement in its trading and lending business, as further described herein.

1.2 Single Agreement. All Loan Transactions are entered into in reliance on the fact that this Appendix C, including the Schedules hereto, the Risk Disclosure Statement in Appendix A to the Master Agreement and any additional risk disclosures and statements herein, and (for General Loans) all Loan Term Sheets, will together form a single agreement between you and us (collectively referred to in this Appendix C and the Schedules hereto as this “**Agreement**”), and that neither we nor you would otherwise enter into any Loan Transactions. Borrower and Customer acknowledge that, and have entered into this Agreement in reliance on the fact that, all Loans hereunder constitute a single business and contractual relationship and have been entered into in consideration of each other. Accordingly, Borrower and Customer hereby agree that payments, deliveries, and other transfers made by either of them in respect of any Loan shall be deemed to have been made in consideration of payments, deliveries, and other transfers in respect of any other Loan hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted. In addition, Borrower and Customer acknowledge that, and have entered into this Agreement in reliance on the fact that, all Loans hereunder have been entered into in consideration of each other.

1.3 Sections. Section references in this Agreement are to the relevant Section of this Appendix C, and Schedule references in this Agreement are the relevant Schedule to this Appendix C, in each case unless otherwise noted.

#### (2) Definitions

In this Agreement, the following terms have the following meanings – any terms not otherwise defined herein shall have the meanings given to such terms in the Master Agreement, and references herein to “includes” or “including” or similar terms, means including without limitation:

“**Airdrop**” means a distribution of a new token or tokens resulting from the ownership of a preexisting token. For the purposes of this Appendix C: an “**Applicable Airdrop**” is an Airdrop for which the distribution of new tokens can be definitively calculated according to its distribution method, such as a pro rata distribution based on the amount of the relevant Digital Currency held at a specified time; and a “**Non-Applicable Airdrop**” is an Airdrop for which the distribution of new tokens cannot be definitively calculated, such as a random distribution, a distribution to every wallet of the relevant Digital Currency, or a distribution that depends on a wallet of the relevant Digital Currency meeting a threshold requirement.

“**ATS**” means Atlantic Standard Time (GMT-4). Unless otherwise noted herein, references to hours and times herein shall mean ATS time.

“**Authorized Agent**” has the meaning set forth in Schedule 1 to this Appendix C.

“**Borrower**” means AlphaPoint Global S.A. de C.V., AlphaPoint Global, AlphaPoint, AP, we, us or our, or its Designee, as applicable.

“**Borrowed Amount**” refers to the value of the Loan Assets in U.S. dollars on the Loan Effective Date.

“**Borrower Email**” means trading@apglobal.io

“**Business Day**” means a day on which AlphaPoint Global is open for business, following the British Virgin Islands calendar of bank holidays.

“**Business Hours**” means between the hours of 10:00 am to 6:00 pm AST time on a Business Day.

“**Call Option**” means Customer has the option to demand immediate payment of a portion or the entirety of the Loan Balance at any time, subject to Section 5.3 **Error! Reference source not found.** herein.

“**Close of Business**” means 6:00 pm AST time.

“**Collateral**” is defined as set forth in Section 5.5(a) herein.

“**Customer Email**” means the email for Customer, as notified to AlphaPoint Global from time to time.

“**Digital Currency**” means Bitcoin (BTC), Bitcoin Cash (BCH), Ether (ETH), Ether Classic (ETC), or Litecoin (LTC), or any digital currency that the Borrower and Customer agree upon or any other digital representation of value in which encryption techniques are used to regulate the generation of digital units and verify the transfer of assets, operating independently from a central bank. Digital Currency may include deposits of Fiat that are converted into appropriate stablecoins.

“**Digital Currency Address**” means an identifier of alphanumeric characters that represents a digital identity, public key, or destination for a transfer of Digital Currency.

“**Eligible Digital Currency**” means the types of Digital Currency Borrower may choose to accept and support from time to time, which are subject to change in our sole discretion, based on business and regulatory considerations.

“**Exchange**” means Coinbase Pro, Kraken, or such other Digital Currency exchange mutually agreed from time to time.

“**Fixed Term Loan**” means a Loan with a pre-determined Maturity Date, where Borrower does not have a Prepayment Option and Customer does not have a Call Option.

“**General Loan**” has the meaning given to such term in Section **Error! Reference source not found.** hereto.

“**Hard Fork**” means a permanent divergence in the blockchain (*e.g.*, when non-upgraded nodes cannot validate blocks created by upgraded nodes that follow newer consensus rules, or an airdrop or any other event which results in the creation of a new token).

“**IBA Account**” has the meaning given to such term in Section **Error! Reference source not found.** hereto.

“**IBA Loan**” has the meaning given to such term in Section 1.1 hereto.

“**IBA Terms and Conditions**” means the terms and conditions applicable to IBA Loans and IBA Accounts, attached as Schedule 3 hereto.

“**Lender**” (or “**Customer**”) has the meaning given to such term in Section **Error! Reference source not found.** hereto

“**Loan**” means a request for a loan or an actual loan of Digital Currency or U.S. Dollars made pursuant to and in accordance with this Agreement. A Loan shall be either a General Loan or an IBA Loan, as further described in Section 3.1 herein.

“**Loan Balance**” means the sum of all outstanding amounts of Loaned Assets, including New Tokens, Loan Fees, Late Fees, and any Earlier Termination Fee or New Token Fee for a particular Loan.

“**Loan Documents**” means the main body of this Appendix C and any and all Loan Term Sheets entered into between Customer and Borrower.

“**Loan Effective Date**” means the date upon which a Loan begins.

“**Loan Fee**” means the fee paid by Borrower to the Customer for the Loan.

“**Loan Term Sheet**” means the agreement between Customer and Borrower on the particular terms of an individual Loan, which shall be memorialized in an agreement as set forth in Schedule 2 or in a form approved by Customer comparable therewith.

“**Loaned Assets**” means any Digital Currency or U.S. Dollar amount transferred in a Loan hereunder until such Digital Currency (or identical Digital Currency) or U.S. Dollar amount is transferred back to Customer hereunder, except that, if any new or different Digital Currency is created or split by a Hard Fork or other alteration in the underlying blockchain and meets the requirements set forth in Section 6 herein, such new or different Digital Currency shall be deemed to become Loaned Assets in addition to the former Digital Currency for which such exchange is made. For purposes of return of Loaned Assets by Borrower or purchase or sale of Digital Currencies pursuant to this Agreement, such term shall include Digital Currency of the same quantity and type as the Digital Currency, as adjusted pursuant to the preceding sentence.

“**Maturity Date**” means the pre-determined future date upon which a Loan becomes due in full, whether by Term or Call Option.

“**Open Loan**” means a Loan without a Maturity Date where Borrower has a Prepayment Option and Customer has a Call Option.

“**Party**” (or “**party**”) means Borrower or Lender, as applicable, and “**Parties**” (or “**parties**”) has a corresponding meaning.

“**Prepayment Option**” means the Borrower has the option to repay or return the Loaned Assets prior to the Maturity Date without incurring Early Termination Fees, subject to this Appendix C and in particular Section 5.3(a)(ii).

“**Term**” means the period from the Loan Effective Date through Termination Date.

“**Term Loan with Call Option**” means a Loan with a pre-determined Maturity Date where Customer has a Call Option.

“**Term Loan with Prepayment Option**” means a Loan with a pre-determined Maturity Date where Borrower has a Prepayment Option.

“**Termination Date**” means the date upon which a Loan is terminated.

### **(3) Types of Loans**

- 3.1 **General Loans.** The terms of the main body of this Appendix C, together with Schedules 1 and 2, apply to General Loans. If a Loan is made pursuant to a Loan Term Sheet, it shall be a General Loan; otherwise, it shall be an IBA Loan.
- 3.2 **IBA Loans.** The IBA Terms and Conditions attached as Schedule 3, together with any applicable terms of the main body of this Appendix C, apply to IBA Loans. In the event of any conflict or inconsistency between the terms and conditions of this Appendix C and the IBA Terms and Conditions, in respect of an IBA Loan, the IBA Terms and Conditions shall prevail to the extent of such conflict or inconsistency.

For clarity, (i) any Loans involving the use of Loaned Assets on deposit with AlphaPoint Global shall be considered IBA Loans unless specifically identified as resulting from a Loan Term Sheet, in which case they will be General Loans; and (ii) except where otherwise stated, the terms of the main body of this Appendix C apply exclusively to General Loans (and any reference to “Loans” therein shall mean General Loans), to the exclusion of Schedule 3 to Appendix C, and the terms of Schedule 3 to Appendix C apply exclusively to IBA Loans.

### **(4) Term and Termination**

- 4.1 **Term and Termination.** This Agreement shall come into effect on the Effective Date of the Master Agreement and continue for so long as a Loan Term Sheet or IBA Loan is in effect. The foregoing notwithstanding, this Agreement may be terminated as set forth in Section 9 and shall be terminated upon termination or expiration of the Master Agreement.
- 4.2 **Effect of Termination.** In the event of a termination of this Agreement, any Loaned Assets or Collateral shall be redelivered, and any fees owed shall be payable immediately upon such termination.

### **(5) General Loan Terms**

#### 5.1 **General Loans of Digital Currency or U.S. Dollars**

Subject to the terms and conditions hereof, Borrower may, in its sole and absolute discretion, request from the Customer a Loan to Borrower of a specified amount of Digital Currency or U.S. Dollars, and Customer may, in its sole and absolute discretion, extend such Loan or decline to extend such Loan on terms acceptable to Customer and as set forth in a corresponding Loan Term Sheet.

#### 5.2 **General Loan Procedure**

From time to time during the Term of this Agreement, during the hours of 9:00 am AST to 4:00 pm AST on a Business Day (the “**Request Day**”), by email directed to Customer Email (or such other address as Customer may specify in writing), an Authorized Agent of Borrower may request from Customer a General Loan of a specific amount of Digital Currency or U.S. Dollars (a “**Lending Request**”). Provided Customer receives such Lending Request prior to 4:00 pm AST time, Customer shall by email directed to Borrower Email (or such other address as Customer may specify in writing) to inform Borrower whether Customer agrees to make such a Loan. If Customer fails to provide Borrower with an acceptance as to a particular Lending Request prior to Close of Business on the Request Day, such Lending Request shall be deemed to have been denied by Customer.

As part of its Lending Request, Borrower shall provide the following proposed terms:

- (i) whether U.S. Dollars or Digital Currency, and if Digital Currency, the type of Digital Currency;
- (ii) the amount of Digital Currency or U.S. Dollars;
- (iii) whether the Loan is to be a Fixed Term Loan, a Term Loan with Prepayment Option, or an Open Loan;
- (iv) the Loan Effective Date; and
- (v) the Maturity Date (if a Fixed Term Loan or a Term Loan with Prepayment Option).

If Customer agrees to make a General Loan in accordance with Borrower's proposed terms, Customer shall commence transmission to either (x) the Borrower's Digital Currency Address the amount of Digital Currency, or (y) Borrower's bank account by bank wire the amount of U.S. Dollars, as applicable, as such Digital Currency Address or bank wire instruction is set forth in the Lending Request on or before Close of Business on the Request Day. In the event Customer requests a modification to the proposed terms, including a proposal for a Call Option, Customer shall provide notice of such, and upon Borrower's acceptance of said modified terms, Customer shall commence transmission to Borrower's Digital Currency Address the amount of Digital Currency set forth in the Lending Request on or before Close of Business on the Request Day.

The specific and final terms of a General Loan shall be memorialized using the Loan Term Sheet, which shall be delivered and executed after the final terms of a Loan are agreed to and prior to the delivery of the Loaned Assets. In the event of a conflict of terms between this Appendix C and a Loan Term Sheet, the terms in the Loan Term Sheet shall govern in respect of the applicable General Loan.

### 5.3 General Loan Repayment Procedure

#### (a) Loan Repayment

Unless otherwise specified in subsections (i) and (ii) below, upon the earlier of the Maturity Date, the Recall Delivery Day, or the Redelivery Day (as defined below) for a Loan, Borrower shall repay the entirety of the Loan Balance to Customer by Close of Business. If Customer has not provided to Borrower a Digital Currency Address for receiving the repayment of a Loan by Close of Business on the day prior to the earlier of the Maturity Date, the Recall Delivery Day (defined below), or the Redelivery Day (defined below), then such Loan will become an Open Loan on said Maturity Date or Redelivery Day, whichever applicable, and no additional Loan Fees shall be accrued after the Maturity Date or the Redelivery Day.

##### (i) Call Option

For Loans in which the Customer has a Call Option (e.g. Open Loans, etc.), Customer may during Business Hours (the "Recall Request Day") demand repayment of a portion or the entirety of the Loan Balance (the "Recall Amount"). Customer will notify Borrower of Customer's exercising of this right by email to Borrower's Email. Borrower will then have until Close of Business on the seventh Business Day after the Recall Request Day (the "Recall Delivery Day") to deliver the Recall Amount.

In the event of a Call Option where Customer demands only a portion of the Loan Balance, Borrower shall repay said portion of the Loan Balance on the Recall Day and the remaining portion of the Loan Balance on the earlier of the Maturity Date or the subsequent Recall Delivery Day.

##### (ii) Prepayment Option

For Loans in which Borrower has a Prepayment Option (e.g. Open Loans, Term Loans with Prepayment Option, etc.), Borrower may notify Customer during Business Hours of Borrower's intent to return the Loan prior to the Maturity Date or the date Customer exercises its Call Option without being subject to, and as a result will not incur, Early Termination Fees. Borrower shall provide said notice at least one Business Day prior to the date on which the Borrower will repay all or a portion of the Loan Balance (said later date, the "Redelivery Day"). Borrower's exercising of its Prepayment Option shall not relieve it of any of its other obligations herein, including without limitation its payment of owed Loan Fees and Late Fees.

In the event of a Prepayment Option where the Borrower repays only a portion of the Loan Balance, Borrower shall repay said portion of the Loan Balance on the Redelivery Day and the remaining portion of the Loan Balance on the earlier of the Maturity Date, the Recall Day, or a subsequent Redelivery Day.

#### (b) Termination of General Loan

A Loan will terminate upon the earlier of:

- (i) the Maturity Date;
- (ii) the repayment of the Loan Balance by Borrower prior to the Maturity Date;

- (iii) the occurrence of an Event of Default as defined herein; however, Customer shall have the right in its sole discretion to suspend the termination of a Loan under this subsection and reinstitute the Loan. In the event of reinstatement of the Loan pursuant to the preceding sentence, Customer does not waive its right to terminate the Loan hereunder; or
- (iv) in the event any or all of the Loaned Assets becomes in Borrower's sole discretion a risk of being: (1) considered a security, swap, derivative, or other similarly-regulated financial instrument or asset by any regulatory authority, whether governmental, industrial, or otherwise, or by any court of law or dispute resolution organization, arbitrator, or mediator; or (2) subject to future regulation materially impacting this Agreement, the Loan, or Borrower's business.

Nothing in the foregoing shall cause, limit, or otherwise affect the Term and termination of this Agreement except as otherwise specified in this Agreement.

In the event of a termination of a Loan, any Loaned Assets or Collateral shall be redelivered immediately and any fees or owed shall be payable immediately to the appropriate party specified herein.

(c) Redelivery in an Illiquid Market

If (i) the seven-day average daily trading volume across each of the three highest-volume digital currency exchanges that report prices for the applicable Digital Currency (as measured by the 30-day average daily trading volume of the applicable Digital Currency on the Loan Date) (these such exchanges, the "**Liquidity Exchanges**") has decreased by 90% from the date of the Loan Term Sheet to the Maturity Date, Recall Delivery Day, or Redelivery Day, whichever applicable, or (ii) the Loaned Assets ceases to be listed on any of the Liquidity Exchanges (the duration of either event herein designated, the "**Illiquid Period**"), Borrower may repay the Loan in U.S. Dollars equal to the volume-weighted average price of the Loaned Assets on the Liquidity Exchanges (measured at 4:00 p.m. AST ) during the Illiquid Period, up to a maximum of 30 days (the "**Illiquid Market Spot Rate**").

If two of the three Liquidity Exchanges limit or suspend withdrawals or transactions in the Loaned Assets on the Maturity Date, the Recall Delivery Day, or the Redelivery Day, whichever applicable, the requirement for Borrower to return the Loaned Assets shall be temporarily suspended, without penalty or default, including without limitation the incurring of additional Loan Fees, until such time that at least two of the Liquidity Exchanges allow the resumption of withdrawals of and transactions in the Loaned Assets.

5.4 General Loan Fees and Transaction Fees

(a) Loan Fee

Unless otherwise agreed, Borrower agrees to pay Customer a financing fee on each General Loan (the "**Loan Fee**"). When a Loan is executed, the Borrower will be responsible to pay the Loan Fee as agreed to herein and annualized in the relevant Loan Term Sheet and subject to change if thereafter agreed by Borrower and Customer. Except as Borrower and Customer may otherwise agree, Loan Fees shall accrue from and include the date on which the Loaned Digital Currencies are transferred to Borrower to the date on which such Loaned Digital Currencies are repaid in their entirety to Customer.

Customer shall calculate any Loan Fees owed on a daily, weekly, monthly, or quarterly basis and provide Borrower with the calculation upon request. The Loan Fee will be calculated off all outstanding portions of the Loaned Digital Currencies.

For any Loan Fees paid in Digital Currency, such Loan Fees shall be calculated at the Exchange spot rate at 4 p.m. AST daily on any day that Loan Fees accrue.

(b) Late Fee

For each Calendar Day in excess of the Maturity Date or the Recall Delivery Day (whichever is applicable) in which Borrower has not returned the entirety of the Loaned Assets or failed to timely pay any outstanding Loan

Fee in accordance with this Agreement, Borrower shall incur an additional fee (the “**Late Fee**”) of 1% (annualized, calculated daily) on all outstanding portions of the Loaned Digital Currencies.

(c) Payment of Loan Fees and Late Fees

Unless otherwise agreed, any Loan Fee or Late Fees payable hereunder shall be paid by Borrower upon the earlier of (i) five (5) Business Days after receipt of an invoice from Customer or (ii) the termination of all General Loans hereunder (the “**Payment Due Date**”).

An invoice for Loan Fees and any Late Fees (the “**Invoice Amount**”) shall be sent out on the first Business Day of the month and shall include any Loan Fees, Late Fees, and Early Termination Fees incurred and outstanding during the previous month and periods. Borrower shall have up to five Business Days from the date of said Invoice to pay the Invoice Amount. Failure of Customer to timely send an invoice in accordance with the preceding sentence shall not be considered a material default nor shall it relieve Borrower of its obligation to pay any Loan Fees, Late Fees, and Early Termination Fees owed herein nor negate any Event of Default resulting from Borrower’s failure to timely pay such fees.

The Loan Fee, Late Fees, and Early Termination Fees shall be payable, unless otherwise agreed by the Borrower and Customer in the Loan Term Sheet, in the same Loaned Assets that were borrowed, whether U.S. Dollars or Digital Currency on the same blockchain and of the same type that was loaned by the Customer during the Loan.

(d) Early Termination Fees

For Fixed Term Loans and Term Loans with Call Options, if Borrower returns the Loaned Assets prior to the Maturity Date, Borrower shall pay to Customer a fee equal to twenty percent (20%) of the Loan Fee that would have accrued from the date of the repayment until the Maturity Date of the Loan (the “**Early Termination Fee**”). The Early Termination Fee is due with the repayment of the Loaned Assets. The Early Termination Fee shall not apply if Borrower returns the Loaned Assets to Customer in the event of a Hard Fork or if Customer moves up the Maturity Date to an earlier date by exercising a Call Option.

(e) Taxes

Neither Borrower nor Customer shall have any liability to the other party for any taxes due under this Agreement.

5.5 General Loan – Collateral Requirements

(a) Collateral

If agreed in a Loan Term Sheet, Borrower shall provide as collateral an amount of U.S. Dollars, or Digital Currency as set forth below, or to be determined and agreed upon by the Borrower and Customer (“**Collateral**”) and memorialized using the Loan Term Sheet. The Collateral will be calculated as a percentage of the value of the Loaned Assets, such value determined by a spot rate agreed upon in the Loan Term Sheet. Borrower shall, prior to or concurrently with the transfer of the Loaned Assets to Borrower, but in no case later than the Close of Business on the day of such transfer, transfer to Customer the agreed upon Collateral.

Collateral shall always be valued in U.S. Dollars, but Borrower may, if mutually agreed by both parties, provide the Collateral (in whole or in part) to Customer in Digital Currency in an amount equal to the value of the Collateral in U.S. Dollars at a spot rate determined by Borrower. For the avoidance of doubt, upon the repayment of the Loaned Assets at the termination of a Loan, Customer shall return to Borrower the same amount and type of Collateral that was deposited, net of any Additional Collateral, Margin Call, or Refunded Collateral adjustments (as defined below). If a Hard Fork in the blockchain of Digital Currency meeting the criteria in Section **Error! Reference source not found.** occurs while Customer is holding such Digital Currency as Collateral, Customer shall return the New Tokens to Borrower in addition to the Collateral and Additional Collateral. If a Hard Fork occurs that does not meet the criteria in Section **Error! Reference source not found.**, Customer shall have no obligation to return any New Tokens to Borrower.

The Collateral transferred by Borrower to Customer, as adjusted herein, shall be security for Borrower's obligations in respect of such Loan. Borrower hereby pledges with, assigns to, and grants Customer a continuing first priority security interest in, and a lien upon, the Collateral, which shall attach upon the transfer of the Loaned Assets by Customer to Borrower and which shall cease upon the return of the Loaned Assets by Borrower to Customer.

**(b)** Loan and Collateral Transfer

If Customer transfers Loaned Assets to Borrower and Borrower does not transfer Collateral to Customer as provided in this Agreement, Customer shall have the absolute right to the return of the Loaned Assets; and if Borrower transfers Collateral to Customer, as provided in this Agreement, and Customer does not transfer the Loaned Assets to Borrower, Borrower shall have the absolute right to the return of the Collateral.

**(c)** Margin Calls

If during the Term of a Loan the value of the Loaned Assets increases, or the value of the Collateral decreases, so that the value of the Loaned Assets becomes equal to or greater than the value of the Collateral (the "**Margin Call Limit**"), Customer shall have the right to require Borrower to contribute additional Collateral so that the Collateral is at least the same percentage indicated in the Loan Term Sheet relative to the value of the Loaned Assets (the "**Additional Collateral**") as measured by the spot rate published on the Exchange (such rate, the "**Margin Call Spot Rate**").

If Customer requires Borrower to contribute Additional Collateral, it shall send an email notification (the "**First Notification**") to the Borrower at the email address specified in the Notice section of the Master Agreement (or such other address as the parties shall agree to in writing) that sets forth: (i) the value of the Loaned Assets, (ii) the value of the Collateral, (iii) the Margin Call Spot Rate and (iv) the amount of Additional Collateral required based on the Margin Call Spot Rate. Borrower shall have eighteen (18) hours from the time Customer sends such First Notification to (x) respond and send payment to Customer in accordance with subsection (d) below, or (y) respond that the value of the Loaned Assets, value of the Collateral, or spot rate as indicated on the Exchange has decreased sufficiently such that it is no longer at or above the Margin Call Spot Rate. If Customer agrees by email that Borrower's response according to (y) above is correct, then no other action is required by Borrower.

If Borrower fails to respond to the First Notification within six hours, or Customer rejects Borrower's response pursuant to (y) above and the spot rate of the Loaned Assets is still at least at the Margin Call Spot Rate, Customer shall send a second email notification (the "**Second Notification**") repeating the information in provisions (i) – (iv) in the preceding paragraph. Borrower shall have two (2) hours from the time Customer sends the Second Notification to respond according to (x) or (y) in the preceding, and Customer has the right to accept or reject Borrower's response as stated above. Upon Customer's rejection of Borrower's response to the Second Notification, Borrower shall make immediate payment of Additional Collateral as set forth below. Failure to provide Additional Collateral, or failure by Borrower to respond to either the First Notification or the Second Notification, shall give Customer the option to declare an Event of Default.

Borrower acknowledges that its obligations hereunder continue regardless of Customer's request for Additional Collateral and Borrower's acceptance or rejection of the same.

**(d)** Payment of Additional Collateral

Payment of the Additional Collateral shall be made by bank wire to the account, or if applicable the Digital Currency Address, specified in the Loan Term Sheet or by a return of the amount of Loaned Assets necessary to make the Collateral percentage indicated in the Loan Term Sheet correct based on the Margin Call Spot Rate. For any return of Loaned Assets made in accordance with this Section, Borrower is still responsible for payment of any Early Termination Fees that apply to the particular Loan.

**(e)** Refund of Collateral

If during the Term of a Loan the value of the Loaned Assets decreases, or the value of the Collateral increases, so that the value of the Collateral relative to the value of the Loaned Assets becomes equal to or greater than the percentage indicated in the Loan Term Sheet (the "**Collateral Refund Limit**"), Borrower shall have the right to require Customer to return an amount of Collateral so that the Collateral is at no greater than the percentage



- *Hash Power*: the average hash power mining the New Token on the 30th day following the occurrence of the Hard Fork or Applicable Airdrop (calculated as a 30-day average on such date) is at least 5% of the hash power mining the Loaned Assets on the day preceding the Hard Fork or Applicable Airdrop (calculated as a 3-day average of the 3 days preceding the Hard Fork).
- *Market Capitalization*: the average market capitalization of the New Token (defined as the total value of all New Tokens) on the 30th day following the occurrence the Hard Fork or Applicable Airdrop (calculated as a 30-day average on such date) is at least 5% of the average market capitalization of the Loaned Assets (defined as the total value of the Loaned Assets) (calculated as a 30-day average on such date).
- *24-Hour Trading Volume*: the average 24-hour trading volume of the New Token on the 30th day following the occurrence the Hard Fork or Applicable Airdrop (calculated as a 30-day average on such date) is at least 1% of the average 24-hour trading volume of the Loaned Assets (calculated as a 30-day average on such date).
- *Wallet Compatibility*: the New Token is supported by either BitGo wallets, Ledger, or current digital asset wallets in use by Borrower within 30 days of the Hard Fork or Applicable Airdrop.

For the above calculations, the source for the relevant data on the Digital Currency hash power, market capitalization, and 24-Hour trading volume will be blockchain.info (or, if blockchain.info does not provide the required information, bitinfocharts.com, and if neither provides the required information, the parties shall discuss in good faith to mutually agree upon another data source) and the source for the hash power of the New Token will be bitinfocharts.com (or, if bitinfocharts.com does not provide the required information, the parties shall discuss in good faith to mutually agree upon another data source prior to the 30-day mark of the creation of the New Token).

If the Hard Fork or Applicable Airdrop meets the criteria above, Borrower will have up to sixty (60) days from the Hard Fork or Applicable Airdrop to transfer the New Tokens to Customer. If sending the New Tokens to Customer is burdensome, upon Customer's written agreement with Borrower, Borrower can reimburse Customer for the value of the New Tokens by either (i) a one-time payment in the same Loaned Assets transferred as a part of the Loan reflecting the amount of the New Tokens owed using the spot rate agreed upon by the Parties at the time of said repayment, or (ii) returning the borrowed Digital Currency so that Customer can manage the split of the underlying digital tokens as described above. Alternatively, subject to Customer's written agreement, the parties may agree to other methods of making Customer whole for Borrower's failure to transfer New Tokens to Customer. In all cases, Borrower will be solely responsible for payment of additional costs incurred by any transfer method other than returning the New Tokens to Customer, including but not limited to technical costs, third party fees, and tax obligations for the transaction, including but not limited to a tax gross-up payment. For the avoidance of doubt, if Borrower returns a Loan to Customer prior to the 30<sup>th</sup> day following a Hard Fork, Borrower's obligations under this Section shall continue for any New Tokens that meet the criteria in this subsection for such Loan on the 30<sup>th</sup> day following the Hard Fork. Customer's rights to New Tokens as set forth in this Section shall survive the termination of the relevant Loan, return of the Loaned Assets, and termination of this Agreement.

**(7) Representations and Warranties; Indemnity**

7.1 Each of the parties represents and warrants as follows, which representations and warranties shall continue during the Term of this Agreement and any Loan hereunder:

- (a) that (i) it has the power to execute and deliver this Agreement, to enter into the Loans contemplated hereby and to perform its obligations hereunder, (ii) it has taken all necessary action to authorize such execution, delivery and performance, and (iii) this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms;
- (b) that it has not relied on the other for any tax or accounting advice concerning this Agreement

and that it has made its own determination as to the tax and accounting treatment of any Loan, any Digital Currency, Collateral, or funds received or provided hereunder;

- (c) that it is acting for its own account;
- (d) that it is a sophisticated party and fully familiar with the inherent risks involved in the transaction contemplated in this Agreement, including, without limitation, risk of new financial regulatory requirements, potential loss of money and risks due to volatility of the price of the Loaned Assets, and voluntarily takes full responsibility for any risk to that effect;
- (e) that it is not insolvent and is not subject to any bankruptcy or insolvency proceedings under any applicable laws;
- (f) that there are no proceedings pending or, to its knowledge, threatened, which could reasonably be anticipated to have any adverse effect on the transactions contemplated by this Agreement or the accuracy of the representations and warranties hereunder or thereunder;
- (g) that to its knowledge the transactions contemplated in this Agreement are not prohibited by law or other authority in the jurisdiction of its place of incorporation, place of principal office, or residence and that it has necessary licenses and registrations to operate in the manner contemplated in this Agreement; and
- (h) in the case of Lender, that it has, or will have at the time of the loan of any Digital Currency, the right to lend such Loaned Assets subject to the terms and conditions hereof, and free and clear of all liens and encumbrances other than those arising under this Agreement.

7.2 Customer shall indemnify and hold harmless AlphaPoint Global, and any of its Affiliates (the “**Indemnified Persons**”), from and against any and all third party claims, demands, losses, expenses and liabilities of any and every nature (including attorneys’ fees of an attorney of AlphaPoint Global’s choosing to defend against any such claims, demands, losses, expenses and liabilities) that AlphaPoint Global may sustain or incur or that may be asserted against it arising out of AlphaPoint Global’s borrowing Digital Currency from Customer under this Agreement, except for any and all claims, demands, losses, expenses and liabilities arising out of or relating to AlphaPoint Global’s gross negligence or willful misconduct in the performance of its duties under this Agreement. Indemnified Persons may enforce the indemnity and limitation of liability terms in this clause as if they had been parties to this Agreement in accordance with New York law governing contractual matters.

## **(8) Events of Default**

Each of the following events shall constitute an event of default hereunder against the defaulting Party (each, an “**Event of Default**”), unless (except in the case of Section 8.4) cured within ten (10) Business Days of notice of same:

- 8.1 the failure of the Borrower to return any and all Loaned Assets upon termination of any Loan, or to pay any and all Loan Fees, Late Fees, or to remit any New Tokens or pay any New Token Fee in accordance herewith;
- 8.2 the failure of either party to transfer Collateral or Additional Collateral, including any Refunded Collateral, as required by this Agreement;
- 8.3 a material default by either party in the performance of any of the other agreements, conditions, covenants, provisions or stipulations contained in this Agreement;
- 8.4 any bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors or dissolution proceedings that are instituted by or against a party and are not dismissed within thirty (30) days of the initiation of said proceedings; or
- 8.5 any representation or warranty made in any of the Loan Documents that proves to be incorrect or

untrue in any material respect as of the date of making or deemed making thereof.

**(9) Remedies**

- 9.1 Upon the occurrence and during the continuation of any Event of Default on a Loan by Borrower, the Customer may, at its option: (1) declare the entire Loan Balance outstanding for the Loan hereunder immediately due and payable; (2) transfer any Collateral for a Loan from the collateral account to Customer's operating account necessary for the payment of any nonpayment, liability, obligation, or indebtedness created by the Loan; and/or (3) exercise all other rights and remedies available to the Customer hereunder, under applicable law, or in equity. If any Event of Default by Borrower persist for thirty days or more, or immediately upon an Event of Default by Borrower under Section 8.4, the Customer may, at its option, terminate this Agreement and any Loan hereunder upon notice to Borrower.
- 9.2 Upon the occurrence and during the continuation of any Event of Default on a Loan by Customer, the Borrower may, at its option: (1) demand a return of any and all Collateral in the control or possession of Customer or its agents; (2) withhold repayment of the Loaned Assets and any outstanding Loan Fees, Late Fees or other amounts claimed by Customer; and/or (3) exercise all other rights and remedies available to the Borrower hereunder, under applicable law, or in equity. If any Event of Default by Customer persist for thirty days or more, or immediately upon an Event of Default by Customer under Section 8.4, the Borrower may, at its option, terminate this Agreement and any Loan hereunder upon notice to Customer.
- 9.3 In addition to its rights hereunder, the non-defaulting Party shall have any rights otherwise available to it under any other agreement or applicable law; however, the non-defaulting Party shall have an obligation to mitigate its damages in a commercially reasonable manner.

**(10) Confidentiality**

- 10.1** Each Party to this Agreement shall hold in confidence all information obtained from the other Party in connection with this Agreement and the transactions contemplated hereby, including without limitation any discussions preceding the execution of this Agreement (collectively, "**Confidential Information**"). Confidential Information shall not include information that the receiving Party demonstrates with competent evidence was, or becomes, (i) available to the public through no violation of this Section 10, (ii) in the possession of the receiving Party on a non-confidential basis prior to disclosure, (iii) available to the receiving Party on a non-confidential basis from a source other than the other Party or its Affiliates, subsidiaries, officers, directors, employees, contractors, attorneys, accountants, bankers or consultants (the "**Representatives**"), or (iv) independently developed by the receiving Party without reference to or use of such Confidential Information.
- 10.2** Each Party shall (i) keep such Confidential Information confidential and shall not, without the prior written consent of the other Party, disclose or allow the disclosure of such Confidential Information to any third party, except as otherwise herein provided, and (ii) restrict internal access to and reproduction of the Confidential Information to a Party's Representatives only on a need to know basis; provided, however, that such Representatives shall be under an obligation of confidentiality at least as strict as set forth in this Section.
- 10.3** Each Party also agrees not to use Confidential Information for any purpose other than in connection with transactions contemplated by this Agreement.
- 10.4** The provisions of this Section 10 will not restrict a Party from disclosing the other Party's Confidential Information to the extent required by any law, regulation, or direction by a court of competent jurisdiction or government agency or regulatory authority with jurisdiction over said Party; provided that the Party required to make such a disclosure uses reasonable efforts to give the other Party reasonable advance notice of such required disclosure in order to enable the other Party to prevent or limit such disclosure. Notwithstanding the foregoing, Customer may disclose the other Party's Confidential Information without notice pursuant to a written request by a governmental agency or regulatory authority.

**10.5** The obligations with respect to Confidential Information shall survive for a period of three (3) years from the date of this Agreement. Notwithstanding anything in this agreement to the contrary, a Party may retain copies of Confidential Information (the “**Retained Confidential Information**”) to the extent necessary (i) to comply with its recordkeeping obligations, (ii) in the routine backup of data storage systems, and (iii) in order to determine the scope of, and compliance with, its obligations under this Section 10; provided, however, that such Party agrees that any Retained Confidential Information shall be accessible only by legal or compliance personnel of such Party and the confidentiality obligations of this Section 10 shall survive with respect to the Retained Confidential Information for so long as such information is retained.

**SCHEDULE 1**  
**to**  
**Lending Services Terms (APPENDIX C)**

**Authorization for General Loans**

Authorized Agents. The following are authorized to deliver Lending Requests on behalf of Borrower in accordance with Section 5.2 of Appendix C:

Name:

Email:

Name:

Email:

Borrower may change its Authorized Agents by notice given to Customer as provided in accordance with Section 5.2 of Appendix C. Such notice shall not be considered to be a modification of or amendment to this Agreement for purposes of Section 5.2 of Appendix C.

**SCHEDULE 2**  
**to**  
**Lending Services Terms (APPENDIX C)**

**General Loan Term Sheet**

This General Loan Term Sheet dated [DATE OF TERM SHEET] between AlphaPoint Global S.A. de C.V. (“AlphaPoint Global”) and [Company Name] (“Customer”) incorporates all of the terms of Appendix C to the Master Trading and Lending Agreement between AlphaPoint Global and Borrower on [DATE OF MASTER AGREEMENT] and the following specific terms:

Borrower: ALPHAPOINT GLOBAL S.A. de C.V.

Customer: [Company Name]

Borrowed Asset:

Amount of Borrowed Asset:

Borrow Fee:

Loan Type: [Open Loan]  
[Fixed Term Loan]  
[Term Loan With Prepayment Option]

Maturity Date:

Collateral Type:

Amount of Collateral:

Initial Collateral Level:

Margin Refill Level:

Margin Refund Level:

ALPHAPOINT GLOBAL S.A. de C.V. [Customer Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

**SCHEDULE 3**  
**to**  
**Lending Services Terms (APPENDIX C)**

**Interest Bearing Account – Terms and Conditions**

We are very pleased that you are taking the opportunity to earn interest on assets held in your account with AlphaPoint Global!

These Interest Bearing Account terms and conditions (the “**IBA Terms**”), which are incorporated by reference in the Lending Terms attached as Appendix C to the Master Lending and Trading Agreement between you and AlphaPoint Global (such Appendix C, the “**Master Loan Agreement**”), the Platform Terms of Service (“**TOS**”), and our Privacy Policy, govern your opening and use of an interest-bearing account with AlphaPoint Global – please read them carefully, consult with your legal counsel to ensure you understand them fully and contact us if you have any questions, and keep a copy handy for your records.

If you or your Representatives open an IBA Account or otherwise access, download, use, or click on “I agree” to accept, any Yield Services (as defined below), you agree that:

- (a) you have read, understood and accepted all of these IBA Terms, our TOS, and our Privacy Policy;
- (b) your IBA Account will be governed by these IBA Terms, as modified from time to time, and:
  - we reserve the right to modify and update these IBA Terms at any time, in our sole discretion, and while we may notify you of such changes (*e.g.*, by email at the address specified on your IBA Account application), we have no obligation to notify you of every modification or update;
  - it is your responsibility to review the IBA Terms from time to time to see if modifications have been made, and your continued use of the Yield Services after any modification of the IBA Terms will conclusively indicate that you accept those changes; and
- (c) at any time, in our sole discretion, we may take the following actions without liability to you or us:
  - we may suspend or terminate the provision of the Yield Services or change, update, remove, cancel, suspend, disable or discontinue any features, component, content, or plan of the Yield Services;
  - your access to the Yield Services and right to open and maintain any IBA Account is subject to you continuously meeting the eligibility requirements set forth in, and otherwise complying in full with, these IBA Terms; if at any time we suspect or ascertain that you do not meet the requirements or are otherwise not in compliance with these IBA Terms, or in our sole discretion, without prejudice to our other rights and remedies, we may suspend or terminate the provision of Yield Services to you, delay the withdrawal of funds or assets belonging to you, or and/or close your IBA Account; and
  - we reserve the right to limit access to your Account, which can include temporarily or permanently removing your online access, restricting your Account and/or closing your Account without prior notice to you unless prior notice is required by law.

These IBA Terms and the holding of Assets, and the associated relationship, does not create a fiduciary relationship between us and you. Your Account is not a checking, savings or any other type of account, and is therefore not covered by any insurance against losses, and the assets in your Account are not insured in any jurisdiction by any deposit insurance scheme or any securities investor protection corporation. AlphaPoint Global is not a depository institution, and your IBA Account is not a deposit account. Except for cryptocurrency recognized as Fiat, Digital Assets are not legal tender.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE YIELD SERVICES IS AT YOUR OWN RISK. WHILE CERTAIN RISK DISCLOSURES HAVE BEEN PROVIDED TO YOU, NEITHER THESE IBA TERMS NOR ANY OTHER AGREEMENTS OR DOCUMENTS DISCLOSE ALL THE RISKS ASSOCIATED WITH DIGITAL ASSETS AND THE USE OF THE YIELD SERVICES AND IBA ACCOUNTS IN CONNECTION THEREWITH AND RELATED TRANSACTIONS. YOU SHOULD,

THEREFORE, CAREFULLY CONSIDER WHETHER SUCH ACCESS AND USE IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES.

## 1. Definitions

In these IBA Terms, the following terms have the following meanings – any terms not otherwise defined herein shall have the meanings given to such terms in the attached Master Loan Agreement or the TOS, as applicable, and references herein to “includes” or “including” or similar terms means including “without limitation”:

“**Account**” or “**IBA Account**” means the interest-bearing account you open with us, into which Eligible Digital Assets will be deposited in order to earn interest, where applicable, pursuant to these IBA Terms.

“**AlphaPoint**” or “**AlphaPoint Global**” (or “**our**,” “**us**” or “**we**”) means AlphaPoint Global S.A. de C.V., a El Salvadoran corporation.

“**AML**” stands for Anti-Money Laundering, which means a set of procedures and Laws that are intended to stop the practice of generating income through illegal actions.

“**Annual percentage yield**” or “**APY**” means the real (or estimated) rate of return earned (or estimated to be earned) on your Account by taking into account the effect of compounding interest.

“**Authorized Representative**” has the meaning given to such term in Section 3(c) hereof.

“**Blockchain**” means a system in which records of transactions made in Digital Assets are maintained across several computers that are linked in a peer-to-peer network.

“**Digital Assets**” means a Digital Currency, as defined in the Master Loan Agreement. Digital assets may include deposits of Fiat that is converted into appropriate stable coins.

“**Eligible Digital Assets**” means the types of Digital Assets we may choose to accept and support from time to time, which are subject to change in our sole discretion, based on business and regulatory considerations.

“**Fiat**”, when used in reference to money or currency, means any money that a recognized government declares as legal tender, and has value only because such government maintains its value.

“**KYC**” stands for Know Your Customer (or Client), which means the process of a business verifying the identity of its customers or clients and assessing potential risks of illegal intentions for the business relationship.

“**Law**” means applicable laws, regulations, standards and guidance in any jurisdiction.

“**Legal Authority**” means the government of any nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“**Legal Entity**” means a corporation, unincorporated association, a company, partnership, fiduciary, sole proprietorship or other legally recognized group.

“**Master Agreement**” means the Master Trading and Lending Agreement between you and AlphaPoint Global.

“**Permitted Jurisdiction**” means a jurisdiction from which you have confirmed, by written legal opinion, that you are entitled to access the Yield Services and your IBA Account, excluding the United States of America and any Sanctioned Country.

“**Platform**” means a technology platform operated by (or on behalf of) AlphaPoint Global, which provides an Internet-based user interface for you to receive the Yield Services and otherwise interact with AlphaPoint Global to review balances and earnings, and initiate transactions such as deposits, withdrawals, and asset trading or conversion if applicable.

“**Platform Terms of Service**” or “**TOS**” means the Electronic Trading Terms of Service set forth in Schedule 4 to Appendix B to the Master Agreement.

“**Privacy Policy**” means the Privacy Policy in Schedule 5 to Appendix B to the Master Agreement.

“**Prohibited Jurisdiction**” means any jurisdiction other than a Permitted Jurisdiction.

“**Sanctioned Country**” means Cuba, Iran, North Korea, Sudan, Syria or any other sanctioned country (including any country to which the United States embargoes goods or imposes similar sanctions), in each case according to the up-to-date lists of the US Office of Foreign Assets Control (OFAC), the United Nations, the European Union and any EU Member State, the Financial Action Task Force, or any other Legal Authority.

“**Yield Services**” means the services provided by us pursuant to these IBA Terms in connection with IBA Accounts, including any related wallet or custody services.

## **2. Eligibility Requirements**

You are eligible to open and maintain an IBA Account and receive Yield Services only if you meet, and continue to meet, all of the following requirements:

- you are a Legal Entity;
- your officers, directors, shareholders and Authorized Representatives (collectively, the “**Representatives**”), are all at least eighteen (18) years of age, and in any event of legal age to enter into and be bound by these IBA Terms;
- your primary place of business is located in, and you access the Yield Services and your IBA Account from, Permitted Jurisdictions; and
- neither you nor any of your Affiliates, or your and their Representatives, is (a) subject to sanctions under the Laws of any country, or has been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department’s Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; or (b) located in or a resident of, or otherwise operating out of or providing services to, a Sanctioned Country.

You may not apply for, or open, an Account, or use the Yield Services or the Platform, if you are a resident of any Prohibited Jurisdiction, and you hereby represent and warrant that you are not a resident of any Prohibited Jurisdiction and that you will not register an Account or use the Platform even if our methods to prevent you from registering an account or using the Platform are not effective or can be bypassed, and in any event, under no circumstances will you use any IBA Account for illegal or illicit activities.

Due to the dynamic nature of regulatory requirements and interpretations in the Digital Assets space, and frequent changes in Laws, we reserve the right to update the list of Prohibited Jurisdictions from time to time and otherwise take appropriate action, including declining to provide Yield Services or rejecting applications to open Accounts (or deciding to close Accounts) where we determine it is prudent from a regulatory or policy perspective, in our sole discretion.

## **3. Your IBA Account**

### **a. Your Responsibilities.**

The Yield Services enable you to review your IBA Account and conduct certain transactions online. You are solely responsible for the activities under your IBA Account and for securing your Account IDs, passwords, hints, and any other codes that you use to access your Account and the Yield Services. We are not responsible for any loss or compromise of your access information and/or personal information, or for any loss that you may sustain due to compromise of your access information and/or personal information.

We will not be liable for following any instruction we receive through or by your Authorized Representatives or otherwise through your Account, even if it was not authorized by you or if it was entered by mistake or is otherwise inaccurate.

To verify the authenticity of any instruction we receive through your Account, we may require the signature or identification of your Authorized Representatives in any form we deem necessary; at our sole discretion, we may accept digital images and electronic signatures for documents that need to be signed. You agree to reimburse us (and we may charge your Account) for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our following of your instructions to take any action related to your Account. We highly recommend making use of available two-factor authentication (2FA) security capabilities, and will comply with any other authentication-related instructions or requirements (including request for video/call sequences for any significant actions including account withdrawals).

Fraudulent activity, including any attempt to withdraw Digital Assets, Fiat or other assets or funds that you do not own, did not transfer into your Account, or did not purchase, is strictly prohibited.

**b. Corporate Account.**

The IBA Account is a corporate account. This means it is owned and held by a Legal Entity and is opened by a natural person(s) who is duly authorized by the Legal Entity to do so (an “**Authorized Representative**”).

Your Authorized Representatives represent and agree, on your behalf and on their own behalf, that they:

- o meet the applicable eligibility requirements in Section 2 hereof;
- o are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity; and
- o have provided us all documents or other information necessary to demonstrate that authority, and will provide other documents and complete other requirements as we may request from time to time, including appropriate Board of Directors or other corporate resolutions satisfactory to us.

By opening an Account, the Authorized Representative represents and warrants on your behalf that you are, and shall at all times continue to be, the sole beneficial owner of the Account and user of all Yield Services facilitated or generated therefrom and that the ultimate beneficial owners of all assets and assets belonging to you are as represented during the establishment of the Account.

Fraudulent activity, including any attempt by your Authorized Representative or any other party, to withdraw Digital Assets, Fiat or other assets or funds that you do not own, did not transfer into your Account, or did not purchase, is strictly prohibited.

**c. Opening the Account**

**i. KYC Procedure**

We are required to comply with applicable Laws and AML and KYC requirements before and after you open an Account.

In order to open and activate your Account and gain access to the Platform and Yield Services, you must go through the KYC procedure as set by the AML policy available for review upon request. Failure to provide information necessary for the KYC procedure may result in rejection of your application or the termination of your Account access.

As part of the KYC procedure, we will ask for documentation and information – this may include the corporate resolutions mentioned previously and copies of your Authorized Representatives' government-issued identification document (e.g. passport, driver's license) or other identification information related to your Authorized Representatives. We may also use information from third parties to help us confirm your eligibility and/or determine if we should open or maintain your Account, and may conduct background checks in connection therewith as permitted under applicable Laws. You represent and warrant at all times that any and all information provided by you to us is true, accurate, and not misleading in any respect. If any such information changes, it is your obligation to provide the new information to us as soon as practicable following such change.

You hereby consent to our granting access to your KYC data to our Designees and other third parties as we deem necessary or appropriate to comply with Laws or with requests or orders from Legal Authorities.

#### ii. Opening the Account

Your Account is not deemed to be opened, and we have no responsibility to you, unless and until you have received written (which may be electronic) confirmation from us that your Account has been opened. We are not obligated to accept an application to open an Account from any applicant, and we reserve the right not to open an Account for any applicant in our sole discretion.

You may have one or more Accounts opened with AlphaPoint Global for different purposes at a given time, but your Accounts are not transferable or assignable in whole or in part. Interest will be compounded separately on each Account.

AlphaPoint Global may determine from time to time that a minimum amount of Eligible Digital Assets is required to open an Account.

#### d. Access to Account and Security

In addition to your responsibilities under Section 3(a) hereof, (a) you agree to maintain (and you have sole responsibility to maintain) adequate security and control of any and all IDs, passwords, hints, and any other codes that you use to access your Account; and (b) you will treat your access information as confidential information and not disclose such information to any third party except as is strictly necessary for the performance of their authorized duties on your behalf.

Since our Platform enables you to access your Account and conduct transactions online, any loss or compromise of the foregoing information or your personal information may result in unauthorized access to your Account. We are not liable or responsible for any loss or compromise of your access information and/or your personal information, or for any damages or loss that you may sustain due to same.

You must notify us immediately if you become aware of any loss or compromise of your account or personal information, or any unauthorized access to your Account.

#### e. Funding Your Account – Deposits and Withdrawals

##### i. Deposits

Once your Account is open, you may fund the Account by transferring Eligible Digital Assets to the wallet address associated with your Account or as otherwise notified by use to you; provided that the transfer may not be deemed settled and completed until the transaction has met the specific protocol for the applicable Digital Asset that we have defined, and any Eligible Digital Asset received will be treated by us as being received at the date and time stamped on the Blockchain confirmation pursuant to such protocol.

You may also fund the Account by sending a wire transfer to AlphaPoint Global to purchase the relevant Eligible Digital Asset and all Eligible Digital Assets thus purchased shall be immediately debited and credited to your Account, and AlphaPoint Global will have no further liability or obligation to you in connection with such Digital Assets.

We reserve the right to reject any transaction and/or to return any Digital Asset already deposited, each at your expense.

#### ii. Withdrawals

You may make a withdrawal of Eligible Digital Assets, or withdraw available Fiat, from your Account at any time; while we strive to do so immediately, we may require up to three (3) days after you submit your withdrawal request to process the withdrawal. Withdrawal limits based on amounts and/or frequency may apply from time to time as notified to you, and for certain transactions we may require additional security checks which may cause delay.

For every withdrawal request related to assets in your Account, you will be required to provide the details of the wallet to which you wish to transfer your Digital Assets or wire transfer instructions for transfer of Fiat. Failure to provide accurate and complete details may result in permanent loss of your Digital Assets or Fiat, and in any event we will not be liable for any loss that results therefrom or any failure or delay in withdrawal request processing caused thereby.

AlphaPoint Global and the Platform, or the underlying technologies, may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transactions, either temporarily or permanently. While we take reasonable measures to attempt to prevent such events in technical systems controlled by us, we are not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such events and the repercussions thereof.

Every transmission request shall be deemed pending until accepted by us. We may refuse to accept such request, or delay the processing of an approved request for any reasonable reason, including but not limited to insufficient assets in your Account, inaccurate or misleading information provided by you, or any doubt or suspicion of money laundering or other financial crime related to your Account.

Where you transmit only a part of the Eligible Digital Assets available in your Account, the transmitted Eligible Digital Assets will include first the principal amount (i.e. assets transmitted by you) and only after these are transmitted in full, any paid interest may be transmitted.

#### f. Earning Interest

Interest on your Account is variable. We publish our estimated interest rates on our Platform. Changes to estimated interest rates will be posted as estimate changes are made.

Interest will be payable in arrears and added to the principal in your Account on a daily, weekly or monthly basis. Interest will only begin to accrue after deposited funds can be deployed, which may not occur until at least 24 hours after deposit.

AlphaPoint Global uses the daily balance method to calculate the interest on your Account – we apply a daily periodic rate to the specified principal in the Account at a specific time, which may change, on each day. The daily periodic rate is calculated by dividing the applicable interest rate by the number of days in the year.

We will determine the earned interest rates each period in our sole discretion, and you acknowledge that your Account is not a bank deposit account and such rates may not be equivalent to benchmark interest rates observed in the market for bank deposit accounts.

We will credit your Account with the interest earned according to the communicated period. Your account must be open on such date in order for you to receive this interest payment. Interest may be paid in Eligible Digital Assets or Fiat. Once interest has been credited to your Account, you will earn interest on it in future periods. History of payouts and reporting will be available on the Platform.

**g. Taxes**

You will be able to see a record of the transactions related to your Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority, and to otherwise comply with applicable Laws related to taxation.

We will not make any tax withholdings or filings on your behalf (except as we are required to make by applicable Laws), and we are not responsible for determining whether (or which) taxes apply to your transactions (and, in respect thereof, which Laws, including tax Laws, may apply to your transactions), or for collecting, reporting, or remitting any taxes arising from any transaction.

**h. Closing the Account**

We may close your Account at any time for any reason without advance notice.

If your Account has a balance when we close it, and you provide a valid wallet address or wire transfer instructions to us, we will return the remaining Digital Assets or Fiat in accordance with such instructions, including accrued interest earned until the close date, less any applicable penalty to the extent not prohibited by Law.

**4. Communications and Account Information**

**a. Account Statements and Communications**

We will make Account statements available to you through the Platform or by other means (e.g., email). It is your responsibility to regularly and frequently review your Account statements to ensure there are no errors or irregularities or any unauthorized use or access.

We may record and monitor all telephone conversations and electronic communications between us or involving your Account (including any chat logs, e-mail threads, text messages and other forms of electronic exchange). Except where prohibited by Law, you consent in advance to such recording and monitoring without notice to you.

**b. Legal Process**

We will cooperate with any Legal Authority's instructions or requests with regard to your Account, including any legal procedure relating to your Account ("**Legal Action**"), and will not contest any such Legal Action on your behalf. We will make efforts to notify you and provide you an opportunity to contest such actions yourself if we are legally able to do so.

This may include, without limitation, freezing your Account and seizing its assets if mandated by Legal Action, transferring the assets as directed by the applicable Legal Authority, and restricting or limiting any Account deposit or withdrawal activity, or taking any other action to comply or cooperate with such Legal Action as we deem necessary or advisable, in our sole discretion, all without liability to you.

If we incur any attorney's fees or other costs and expenses in relation to any Legal Action, we may charge any expenses and fees to your Account or any other account you may have with us without prior notice to you, or we may bill you directly for such fees, costs and expenses.

**c. Account Information and Third Parties**

We will disclose information to third parties, including Designees, about your Account and transactions (including KYC-related information) as we deem necessary or appropriate to provide the Yield Services, to confirm, verify or address any questions regarding your Account and related information, to protect or enforce our rights and remedies, or to comply with Laws or any Legal Action, or as may be otherwise consented by you.

By accessing or using our Yield Services, you consent to the processing, transfer and storage of information about you in and to countries, where you may not have the same rights and protections as you do under local Laws.

**d. Account Issues**

Issues or complaints regarding the Yield Services may be made by contacting us at [trading@apglobal.io](mailto:trading@apglobal.io).

We will use reasonable efforts to address any issues or complaints you may have with your Account or the Yield Services, as soon as reasonably practicable.

At this time we do not provide telephonic support, but will advise if that becomes available.

**5. Our Use of Deposited Funds and Associated Rights**

**a. Consents**

Except where prohibited by Law, in consideration for the interest earned on your Account and the use of the Yield Services, you grant us the right, without further notice to you, to hold the Digital Assets available in your Account in our name or in another name (e.g., name of Designees), and to pledge, re-pledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use (including investing) any amount of such Digital Assets, separately or together with other property, with all attendant rights of ownership, and for any period of time, and without retaining in our possession and/or control a like amount of Digital Assets or any other Fiat monies or assets, and to use or invest such Digital Assets.

You acknowledge that with respect to assets used by us pursuant to this paragraph:

- you may not be able to exercise certain rights of ownership;
- we may receive compensation in connection with lending or otherwise using Digital Assets in our business or those of our partners, to which you have no claim or entitlement;
- our borrowers may default partially or entirely, which can result in partial or total loss of your Digital Assets, in which event, you authorize use to use Eligible Digital Assets to absorb the remaining losses;
- we may use your Eligible Digital Assets as collateral to borrow other Digital Assets or Fiat assets in different jurisdictions around the world. While such borrowing is done with the objective of optimizing the returns to all members, we may experience losses or partial recovery of such collateral in certain situations, and you authorize AlphaPoint Global to use Eligible Digital Assets to absorb the remaining losses; and
- we may lend your coins to exchanges, hedge and other counterparties, which may provide full or partial collateral for any Digital Asset or Fiat loan.

**b. Security Interests and Setoff Rights**

You grant us a security interest in any and all of your Accounts for debts, amounts owed, or liabilities incurred ("**Obligations**") to us or any of our Affiliates and Designees, by you or any owner of any of your Accounts. Obligations may include both secured and unsecured debts, and Obligations you owe individually or together with someone else, including Obligations under other transactions or agreements between you and us or any of our Affiliates or Designees.

We may take or set off assets in any or all of your Accounts, or transfer assets between any or all of your Accounts with us or any of our Affiliates or Designees for direct, indirect, and acquired Obligations that you owe us or our Affiliates or Designees, including any balances as a result of not having sufficient assets available, regardless of the source of assets in an Account. These rights are in addition to other rights we have to take, transfer, or charge assets in your Accounts for Obligations you owe us or our Affiliates or Designees.

You hereby consent to our assertion of security interests or exercising our right of setoff, should any Law governing your Account require your consent. If the Law restricts our ability to take, transfer, or setoff assets in your Account, or if some Digital Assets are protected from attachment, levy, or other Legal Action, you waive those conditions and limits to the full extent that you may do so by contract, and you authorize us to apply assets in any or all of your Accounts to your Obligations.

We hereby agree that, to the extent permitted by applicable Law, you may take or set off assets in your Account, or any amounts we owe you with respect thereto, against the Obligations. If the Law restricts your ability to take, transfer, or setoff assets in your Account, or if some Digital Assets are protected from attachment, levy, or other Legal Action, we waive those conditions and limits to the full extent that we may do so by contract, and we authorize you to apply assets in any or all of your Accounts to your Obligations.

## **6. Representations and Warranties**

In addition to, and without limiting, any other representations, warranties and conditions hereunder, you hereby represent, warrant, declare, and confirm that, at all times during which you maintain an Account:

- you meet the eligibility requirements under Section 2;
- you are the exclusive owner of (or otherwise have the valid right to hold and transfer) the Digital Assets in your Account, are validly authorized to undertake any action or enter into any transactions using such Digital Assets, and all transactions initiated with your Account are for your own account and not on behalf of any other person or entity;
- all such Digital Assets are free from any claims, indebtedness, liens, or third-party interests; and
- the Digital Assets in your Account, or the funds which you have used or will use for purchase of the Digital Assets to be deposited into your Account, are not derived from money laundering, terrorist financing, fraud or any other illegal, illicit or criminal activity under any applicable Law in any jurisdiction.

## **7. Indemnification**

You agree to indemnify and hold us and our Affiliates, Designees, agents, representatives, directors, officers, and employees (the “**Indemnified Parties**”) from and against damage, penalty or loss, including reasonable attorneys’ fees and expenses and any amount paid in settlement to a third party (collectively, the “**Losses**”), howsoever incurred by the Indemnified Parties, including any Losses arising out of or related to any third party (including any Legal Authority) suit, claim action or proceeding, in each case due to, in connection with, or arising (directly or indirectly) out of (a) your use of the Yield Services and the Account; (b) your acts, omissions or breaches, including of these IBA Terms, or (c) your violation of any Laws or the rights of a third party, including any violation, infringement, or misappropriation of any intellectual property or proprietary rights. As used above, “you” includes any agent, representative or third party provider, regardless of whether the act or omission in question was authorized by you.

## **8. Liability**

To the maximum extent permitted by Law: (a) the aggregate liability of AlphaPoint Global, its Affiliates and Designees arising out of or in relation to your Account and use of the Yield Services is limited to the fees (if any) paid by you for the Yield Services; and (b) in no event shall AlphaPoint Global, its Affiliates and Designees be liable for any indirect, incidental, consequential, special, punitive and other non-direct damages of any kind or character, together with damages (whether or not considered indirect) for loss of use, loss of revenues or profits, loss of business, loss of goodwill, loss of data, damage to reputation and trading losses. In addition, our liability to you for a claim is limited to the amount of assets deposited in your account at the time of the claim, or the actual value of any funds not properly credited or debited.

The limitation of liability above shall apply whether liability for the foregoing arises or is asserted on the basis of contract, tort, negligence, strict liability or otherwise and whether or not foreseeable, even if a Party or its Affiliates have been advised or were aware of the possibility of the same.

These IBA Terms allocate the risks between us and you, and the consideration agreed herein reflect such allocation. All liability and remedy limitations, exclusions and disclaimers in these IBA Terms shall apply to the full extent they are not prohibited by applicable Law without the possibility of contractual waiver, even if any limited or exclusive remedy fails of its essential purpose.

## **9. Assignment**

You may not assign, delegate, sub-contract or otherwise transfer your rights or obligations under the IBA Terms, without our express prior written consent. We may transfer, assign, delegate, sub-contract or otherwise transfer our rights and obligations under the IBA Terms without notifying you or obtaining your consent.

## **10. Digital Assets – Special Issues**

### *Forks*

The underlying network protocols are subject to sudden changes in operating rules, and third parties may from time to time create a copy of a digital asset network and implement changes in operating rules or other features (“**Forks**”) that may result in more than one version of a network (each, a “**Forked Network**”) and more than one version of a digital asset (“**Forked Assets**”).

Forked Networks and the available supply of any Forked Assets are wholly outside of the control of AlphaPoint Global, and our ability to deliver Forked Assets resulting from a Forked Network may depend on third parties outside of AlphaPoint Global’s control. You understand and acknowledge that Forks may materially affect the value, function, and even the name of the digital assets associated with your AlphaPoint Global Account. In the event of a Fork, AlphaPoint Global may temporarily suspend certain services on the Online Platform (with or without advance notice to you) while we determine, at our sole discretion, which Forked Network(s) to support.

ALPHAPOINT GLOBAL IS UNLIKELY TO SUPPORT MOST FORKED NETWORKS AND MOST FORKED ASSETS WILL LIKELY NOT BE MADE AVAILABLE TO YOU. ALPHAPOINT GLOBAL MAY DETERMINE, IN OUR SOLE DISCRETION, NOT TO SUPPORT A FORKED NETWORK. YOU HAVE NO RIGHT, CLAIM, OR OTHER PRIVILEGE AGAINST ALPHAPOINT GLOBAL TO FORKED ASSETS ON SUCH UNSUPPORTED FORKED NETWORK. ALPHAPOINT GLOBAL MAY, IN OUR SOLE DISCRETION, DETERMINE OUR APPROACH TO SUCH FORKED ASSETS, WHICH MAY INCLUDE ABANDONING OR OTHERWISE ELECTING NOT TO SUPPORT SUCH FORKED ASSETS AS PART OF OUR SERVICES.

Should you wish to guarantee access to Forked Assets, our recommendation is to ask our team, and if we do not confirm that the Fork will be supported, you may withdraw applicable Forked Assets a week prior to the Fork and manage the transition yourself or via a third party.