

**TERMS AND CONDITIONS OF USE OF THE CRYPTOPLATFORM  
(TRADING PLATFORM), OTHER SOFTWARE AND THE WEBSITE  
THE TEXT (VERSION) AS OF MARCH 15, 2022**

**PLEASE READ THESE TERMS AND CONDITIONS OF USE OF THE CRYPTOPLATFORM (TRADING PLATFORM), OTHER SOFTWARE AND THE WEBSITE (THE "T&C") CAREFULLY BEFORE ACCEPTING THEM (AGREEING TO THE CONDITIONS CONTAINED IN THEM). IF YOU DO NOT AGREE TO THESE T&C ENTIRELY OR PARTIALLY, DO NOT USE THE APPLICATION AS WELL AS OTHER SOFTWARE PROVIDED FOR IN THESE T&C AND THE WEBSITE.**

These T&C contain the terms and conditions of use of the Application, other software specified in these T&C and the Website (as defined below) and constitute a binding agreement between You and **CURRENCY COM GLOBAL LLC**, REG. NUMBER: 1291 LLC 2021, ADDRESS: FIRST FLOOR, FIRST ST. VINCENT BANK LTD BUILDING, JAMES STREET, KINGSTOWN, ST. VINCENT AND THE GRENADINES (the "**Company**") (which are the parties to this agreement, hereinafter collectively referred to as the "**Parties**" and each individually as the "**Party**"). Your acceptance of the Company's offer which contain these T&C (resulting in conclusion of the said agreement between the Parties) is carried out in electronic form when You create an Account by means of making the symbol "√" on accepting the agreement in the relevant virtual window and proceeding with the registration on the Platform for creating the Account or by pressing the virtual button "Continue" ("Proceed") to proceed with the registration on the Platform for creating the Account. The said acceptance may be also expressed by means of signing the relevant documents in paper form or through other means permitted by the Company.

**DISCLAIMER: PLEASE CONSIDER THAT THE CRYPTOPLATFORM (TRADING PLATFORM), OTHER SOFTWARE AND THE WEBSITE HAVE BEEN RELEASED WITH LIMITED USABILITY AND ARE OFFERED IN THE TESTING MODE ONLY FOR UNLIMITED PERIOD OF TIME AND THEREFORE THEY ARE ONLY AVAILABLE WITH RESTRICTED FUNCTIONALITY AND ARE PROVIDED WITH LIMITED ACCESS TO SOME DESCRIBED IN THE T&C SERVICES AND PRODUCTS (E.G., INCLUDING BUT NOT LIMITED TO, THE USE OF FIAT CURRENCY, USE OF CERTAIN TYPES OF TOKENS, USE OF FINANCIAL APPLICATION, ETC.) AND WHICH ARE AVAILABLE IN A LIMITED NUMBER OF COUNTRIES ONLY AND THEREFORE SOME PARTS OF THE T&C MAY NOT BE APPLICABLE WHILE THE PLATFORM IS IN THE TESTING MODE. THE COMPANY ACCEPTS NO RESPONSIBILITY FOR ANY USE BY YOU OF THE CRYPTOPLATFORM (TRADING PLATFORM), OTHER SOFTWARE AND THE WEBSITE IN THE TESTING MODE AS DESCRIBED HEREIN. BY ACCESSING AND USING THE PLATFORM IN THE TESTING MODE YOU WARRANT THAT YOU ACKNOWLEDGE ALL RISKS ASSOCIATED WITH THE USE OF THE PLATFORM AND THE SERVICES IN THE TESTING LIMITED MODE, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE WARRANTIES, INDEMNITIES, AND LIMITATIONS OF LIABILITY CONTAINED HEREIN.**

While using the Application, other software provided for in these T&C and the Website, please note that the .cxc tokens issued by the Company are named as .cx tokens in the interface of the Platform operated by the Company.

While using the Application, other software provided for in these T&C and the Website anyhow, You must comply with the provisions stipulated in these T&C including Annexes.

The relations of the Parties on transactions aimed at acquisition of bank payment cards by the Client via the Application and (or) the Website, as well as on the Client's use of bank payment cards via the Application and (or) the Website are regulated in Annex No. 6 to these T&C.

These T&C also regulate the relations of the Parties under the transactions stipulated in Annexes No. 3 and Annex No. 4 to these T&C, which may be made and (or) performed without using the Application, other software provided for in these T&C or the Website.

## 1. DEFINITIONS

For the purposes of the relationship between the Company and the Client in these T&C, in the Platform (including virtual buttons and other elements of the graphical interface) and on the Website, the following expressions (phrases) shall be used in the following meanings (unless otherwise provided by these T&C or follows out of the context).

**“Application”, “Platform”** means the cryptoplatform (trading platform) “Currency.com” that is a web platform (a computer program, the access to which is provided by the means of using the Internet) for digital tokens (tokens) (hereinafter referred to as “tokens”) trading, the right to use which is possessed by the Company and available at the Website, which enables its users to make token sale-purchase transactions and to exchange one type of tokens for another type of tokens, as well as make (carry out) other transactions (operations) with tokens in accordance with the Applicable legislation. This term shall be also applied to refer to the mobile applications that provide the access to the cryptoplatform (trading platform) “Currency.com” or part of the platform, but is used for operation on mobile phones (smartphones), tablets and other similar mobile devices. The interface and the elements of the functionality of the cryptoplatform (trading platform) “Currency.com” and these mobile applications may differ. The Platform does not provide its users (clients) with the ability to exchange one type of fiat currency for another type of fiat currency.

Where there are no special terms and conditions in respect of the Financial Application, the terms and conditions stipulated in these T&C in respect of the Application (Platform) shall be also applied to the Financial Application.

The Company shall be entitled to offer the Client to use certain elements of the Platform’s functionality (for example, for making transactions (carrying out operations) with certain types of tokens) directly through the Website (on the pages of the Website) without entering the Platform. Transactions (operations) with tokens made (carried out) within the said use are reflected (accounted) in the Client’s Account as if he has made (carried out) them by having logged into the Platform. The provisions provided for in these T&C in relation to the Application (Platform) shall be applied to the cases of the said use.

The Platform may not be available for use on all operating systems.

The designation of the Platform in the App Store, Google Play Store and other online software stores, and if necessary, also in other places (cases), may differ from the name of the Platform provided for in these T&C (including in connection with placement of new (updated) versions of the Platform in online software stores).

**“Applicable legislation”** means the laws and regulations of Saint Vincent and the Grenadines and as the case may be applicable legislation of a jurisdiction of Your own country and any other relevant jurisdiction.

**“Financial Application”** means the mobile application which is a software that performs certain functions of the cryptoplatform (trading platform) “Currency.com” but in a simplified and entry-level form and which is used for operation on mobile phones (smartphones), tablets and other similar mobile devices, running on iOS and Android operating systems. The Financial Application allows only to make token sale-purchase transactions and to exchange one type of tokens for another type of tokens outside the tokens trading in accordance with the Applicable legislation (the parties to these transactions are the Client and the Company). In the Financial Application the Company shall be entitled to set forth limits for transactions with tokens (these limits may be amended/eliminated/introduced by the Company at any time at its sole and absolute discretion). The Financial Application does not allow to carry out transactions with Tokenised exchange-traded assets, as well as Leverage-operations. The Financial Application does not provide users (clients) with the ability to exchange one type of fiat currency for another type of fiat currency.

The Financial Application may not be available for use on all operating systems.

The designation of the Financial Application in the App Store, Google Play Store and other online software stores, and if necessary, also in other places (cases), may differ from the name of the Financial Application provided for in these T&C (including in connection with placement of new (updated) versions of the Financial Application in online software stores).

**“Business Day”** means any day except for Saturday, Sunday and another day on which banks in Saint Vincent and the Grenadines are closed (do not perform banking operations).

**“Currency.com”** means CURRENCY COM GLOBAL LLC, reg. number: 1291 LLC 2021, registered address: First floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines.

**“Currency.com Account”, “Account”** means the account, which has been created by You in the Application and on which deposited Virtual Assets, Fiat currencies are accounted. The words “credit to”, “crediting to”, “replenish” (“fund”), “replenishment” (“replenishing”, “funding”) used in relation to these defined expressions shall mean an increase in (increasing) the amount of Virtual Assets funds accounted for You on the Account, including as a result of the transfer by the Company to You the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis. The words “charge-off” (“write-off”), “charging-off” (“writing-off”) used in relation to these defined expressions shall mean a decrease in (decreasing) the amount of funds accounted for You on the Account, including as a result of deduction from their amount of the Company’s remuneration or Your other debt to the Company.

**“External Account”** means the current (settlement) bank account, electronic wallet, address (identifier) of a virtual wallet owned by You and from which You are carrying out (have carried out) depositing of / Virtual Assets funds or to which You are demanding (have demanded) withdrawal of Virtual Assets funds.

**“Identification”** means a complex of measures to obtain data on the Client, their representatives, other parties of a financial transaction defined in accordance with the Applicable legislation as well as to confirm the accuracy of such data.

**“Intellectual Property Rights”** mean exclusive rights to any objects of intellectual property.

**“Verification”** means a set of measures to verify data provided by the Client, their representatives and other related parties to a financial transaction obtained during the identification.

**“Virtual Assets”** means currently supported cryptocurrencies and the Tokenized assets an exhaustive list of which is available at the Platform.

**“Services”** – for the purposes of these T&C the term “Services” means the services on organizing tokens trading (specified in the Contract for participation in tokens trading) as well as giving permission to use the Platform, other software provided for in these T&C and the Website (including its content). This permission from the date of conclusion of these T&C is given to the Client on the terms of a non-exclusive licence in order to use the Application, other software provided for in these T&C and the Website by means necessary for performance of these T&C, for the effective term of these T&C and within the territories of St. Vincent and the Grenadines and other countries provided that this does not contradict to the acts of legislation of these countries.

**“T&C”, “Terms”** mean these Terms and Conditions of Use of the Cryptoplatform (Trading Platform), Other Software and the Website (as amended and supplemented by the Company from time to time at its sole and absolute discretion).

**“You”, “Your” and “Client”** relate to you, i.e. to the user of the Application (the Company’s client). These T&C shall be also applied to the Company’s clients which are legal entities.  
**“We”, “Our” and “Us”** relate to the Company.

**“Tokenised exchange-traded asset” (hereinafter referred to as “Tokenised asset”)** is a token, the price (value) of which on the Platform corresponds to the price (value) of a certain asset (a security, precious metal, ETF, cryptocurrencies<sup>1</sup> or other underlying asset) and certifies the right of the owner of the token to demand from the person who has placed it to acquire (ensure acquisition of) this token at the price (value) that the said asset has at the moment of satisfying this demand. The expression “Tokenised assets” does not apply to Fiat currency tokens, Other tokens representing currencies, and Tokenised futures.

**“Shares”, or “Tokenised shares”, or “Shares tokens”** mean Tokenised assets that at each time point have a price equal to the price for the corresponding share, the price for which they represent.

**“Indices”, or “Tokenised indices”, or “Indices tokens”** (inter alia, in the Platform’s interface and on the Website) mean Tokenised assets that at each time point have a price equal to the price for the corresponding stock index or another index (including expressing the value of “basket” of cryptocurrencies), the price for which they represent. If such Tokenised assets represent the value of a stock indices they may be referred to as **“Stock indices” (“Tokenised stock indices” or “Stock indices tokens”)**. The Company may create and place Tokenised assets which represent the value of other indices calculated by the Company at its sole and absolute discretion (under the procedure determined by the Company) with communicating (bringing) these indices and their calculations to the Client through the Platform, and (or) the Website, and (or) other means determined by the Company (amending the said indices and their calculations shall be carried out by the Company under the unilateral and extrajudicial procedure provided for in sub-clause 9.1 of clause 9 of these T&C for amending the amounts of the Fees and charges).

**“Commodities”, or “Tokenised commodities”, or “Commodities tokens”** (inter alia, in the Platform’s interface and on the Website) mean Tokenised assets, that at each time point have a price equal to the price for the corresponding commodity, the price for which they represent.

**“Fiat currency token”** is a token which represents currency (the US dollar, Euro, Pound sterling) and by means of purchase and sale of which depositing and withdrawal of money and electronic money may be carried out (a token representing currency). For designation of these tokens, on the Platform and (or) on the Website the signs (symbols), which designate the fiat currencies these tokens represent, may be used (for example, \$, €, etc.).

**“Other token representing currency”** is a token which represents currency, by means of use of which depositing and withdrawal of money and electronic money cannot be carried out (a barterable token representing currency).

**“Tokenised currencies”** is a generalizing category that designates tokens that fall under the expressions “Fiat currency token” and “Other token representing currency”.

**“Tokenised futures”** mean tokens, the price (value) of which on the Platform is determined on the basis of the price (value) of futures traded on certain exchanges or within other organisers of trading in financial instruments in respect of some underlying assets (oil, other commodity, etc.) and which certify the right of the owners of these tokens stipulated in the White Paper Declaration, in accordance with which these tokens are created and placed.

---

<sup>1</sup> In the Platform’s interface uses a designation and (or) description that allows you to determine that the object of the transaction is a Tokenised asset, the underlying asset of which is a cryptocurrency, and not this cryptocurrency itself.

**“Corporate actions”** are the actions of the issuers of the securities, which are underlying assets of Tokenised assets, or the actions of such issuers’ corporate bodies (including the split or consolidation of shares, etc.), resulting in the change of prices (value) for such underlying assets (and, consequently, – for the relevant Tokenised assets), which is not dictated by the market conditions and other circumstances, which would have entailed the movement of prices for such underlying assets in normal course of trade in them at securities markets.

**“Reserved tokens”** are tokens accounted on the Client’s Account, which are used in the Client’s Leverage-operations or in relation to which the Client has sent (placed on the Platform) orders for making (carrying out) transactions (operations) with tokens and in respect of which the Client until closing (termination) of the relevant Leverage-operations or revocation (cancellation) of the relevant orders is deprived of the opportunity to somehow dispose of. Reserved tokens include:

a) tokens, which are used (reserved) as Margin for Long-operations (Prepayment) in Long-operations, or as Margin for Short-operations (Collateral for Borrowing) in Short-operations;

b) tokens, in relation to which a limit order or a stop order for carrying out a Leverage-operation has been sent (placed on the Platform) providing for their use as potential Margin for Long-operations (Prepayment) or potential Margin for Short-operations (Collateral for Borrowing), respectively;

c) tokens, in relation to which any order (a limit order, a market order or a stop order) for carrying out a Leverage-operation has been sent (placed on the Platform) providing for their use as potential Margin for Long-operations (Prepayment) or potential Margin for Short-operations (Collateral for Borrowing), respectively, if at the time of its sending (placement on the Platform) the corresponding market is unavailable (offline);

d) Fiat currency tokens, in relation to which an order for the sale of Fiat currency tokens has been sent (placed on the Platform) (for the withdrawal of money or electronic money by the Client);

e) tokens (except for Fiat currency tokens), in relation to which the Client has sent (placed on the Platform) an order for tokens withdrawal;

f) tokens, in relation to which an order for the alienation of them under an exchange agreement in the tokens trading (in the section (mode) “Exchange” on the Platform) has been sent (placed on the Platform), including the amount of the exchange fee and the quantity of tokens reserved for coverage (compensation) of possible “slippage” of the price for tokens which are acquired in exchange for the tokens being alienated.

In accordance with clause 6 of these T&C tokens reserved as Margin for Long-operations (Prepayment) in Long-operations are the property of the Company.

**“Margin Call Warning”** is a notification that the Company sends to the Client to his email address if the ratio of the quantity of tokens of the type at hand indicated in the virtual window “Equity” to the total quantity of tokens of the same type reserved within the use of the section (mode) “Leverage” of the Platform (items a) – c) of the definition of the expression “Reserved tokens”) is 100 % or less. This notification may be sent to the Client more than once.

**“Close-only mode”** is the position of the Platform in relation to a particular tokens market (tokens type), which is introduced (may be introduced) by the Company (without prior notice about it to the Client, unless otherwise determined by the Company) in the cases provided for in these T&C and (or) the relevant White Paper Declarations, approved by the head of the Company, and (or) in other cases determined by the Company at its sole and absolute discretion and is characterized by the following:

the Client is not entitled to acquire the tokens of this market (the tokens of this type) within tokens trading (in the section (mode) “Exchange” on the Platform) or otherwise to acquire them as well as to open with regard to such tokens Leverage-operations (including to send (place on the Platform) the relevant orders);

the Client is entitled to alienate the tokens of this market (the tokens of this type) within tokens trading (in the section (mode) "Exchange" on the Platform) or to alienate them by other means determined by the Company as well as to close (terminate) with regard to such tokens Leverage-operations (including to send (place on the Platform) the relevant orders).

**"Closeout", "Margin closeout"** mean the Company's actions to refuse to accept (the Company's actions on cancelling) the Client's orders sent (placed on the Platform) in the section (mode) "Exchange" on the Platform or the Company's actions to accept the Irrevocable Closeout offer provided to the Company by the Client. The Irrevocable Closeout offer acceptance shall be carried out at the price for the relevant tokens, which is indicated on the Platform at the moment of the said acceptance, or at another price determined by the Company at its sole and absolute discretion. The said actions:

shall be performed if during the Leverage-operations the price for the tokens, for making investments in change in the prices for which the Client has opened these Leverage-operations, has changed in such a way that the Client suffers a loss (taking into account all unclosed (unterminated) Leverage-operations in total) and the amount of this loss indicated in the virtual window "P&L" reaches the figure Z or exceeds it. The figure Z shall be equal to the difference between the total quantity of tokens reserved within the use of the section (mode) "Leverage" of the Platform (items a) – c) of the definition of the expression "Reserved tokens") multiplied by 50 and divided by 100, and tokens of the same type indicated in the virtual window "Funds" ( $Z = \text{the sum of tokens falling under items a) – c) of the definition of the expression "Reserved tokens" } \times 50 / 100 - \text{"Funds"});$

shall be performed in case of the alarm item B of the risk of a negative price for a certain Tokenised asset or Tokenised futures appears (in accordance with Annex No. 1 to these T&C);

shall be performed in case of tokens delisting;

shall be performed after expiration of the circulation period of the Company's tokens, created and placed by the Company or by another authorized person in the interests of the Company;

may be performed at the Company's sole and absolute discretion in case of Corporate actions;

may be performed at the Company's sole and absolute discretion in case the Company Suspends the Currency.com Account;

may be performed at the Company's sole and absolute discretion in case of a Fork;

may be performed in case of the unilateral and extrajudicial refusal of the Company to perform these T&C.

**"Fork"** – is a change in the specified algorithms in a distributed decentralized information system using cryptographic methods of information protection, leading to change in the sequence of blocks with information about operations performed in such a system, and (or) division (branching) of the register (ledger) of transactions blocks (the blockchain) and (or) creation of a new type of cryptocurrency.

**"Irrevocable Closeout offer"** is an irrevocable offer that the Client, by virtue of the fact of opening of each Leverage-operation, provides to the Company (this irrevocable offer is considered to be provided at the moment when the Leverage-operation is opened) free of charge in order to ensure the possibility of performing the Closeout, which can be accepted by the Company when Leverage-operations are active (during Leverage-operations) and only if the circumstances provided for in the definition of the expression "Closeout" have been arisen, and by which the Client offers the Company to make a token exchange transaction (closing (terminating) the relevant Leverage-operation):

with respect to Long-operations – on acquisition (buy-out) by the Company from the Client of all tokens, the title of property to which has been obtained by him under the token exchange transaction that has opened this Long-operation, in exchange for tokens of the same type as the tokens in exchange for which the title of property to the said tokens has been acquired by the Client, but at the price for them, which is indicated on the Platform at the time

of acceptance of the said irrevocable offer. Upon that the Company shall carry out offsetting the counter claims of the same kind arising out of the two relevant token exchange transactions;

with respect to Short-operations – on alienation by the Company to the Client of all tokens, the title of property to which has been obtained by the Company from the Client under the transaction on Borrowing and alienation of tokens that has opened this Short-operation, in exchange for tokens of the same type as the tokens, in exchange for which the title of property to the said tokens has been acquired by the Company, but at the price for them, which is indicated on the Platform at the time of acceptance of the said irrevocable offer. Upon that the Company shall carry out offsetting the counter claims of the same kind arising out of the two relevant transactions, namely, the said transaction on Borrowing and alienation of tokens and the token exchange transaction that has closed (terminated) this Short-operation.

**“Leverage-operation”** is an operation with tokens, which is carried out in the section (mode) “Leverage” of the Platform in accordance with clause 6 of these T&C in order to make investments in change in the prices for tokens, and in which the Client involves as investments the quantity of tokens that is bigger than the quantity of own tokens (the type of these tokens below in this definition is named as “tokens of another type”) allocated by him for carrying out this operation, or involves only his own tokens as investment. A Leverage-operation can be of three types (a Long-operation, a Short-operation) and constitutes a combination of two sequentially made transactions with tokens (the one opening and the one closing (terminating) the Leverage-operation):

in case of a Long-operation the said transactions are – a transaction on acquisition by the Client of tokens from the Company (in exchange for tokens of another type) and a transaction on alienation by the Client of these tokens to the Company (in exchange for tokens of another type – that is the same type of tokens that has been used when acquiring these tokens);

in case of a Short-operation the said transactions are – a transaction on Borrowing and alienation of tokens (their alienation is carried out in exchange for tokens of another type) and a transaction on acquisition by the Client of these borrowed tokens from the Company (in exchange for tokens of another type – that is the same type of tokens that has been used when alienating these borrowed tokens);

For the purposes of Leverage-operations regulation by “tokens of another type” the parties shall also mean the tokens of the same type as the tokens, in change in the price for which investments are made during the Leverage-operation, if such type of “tokens of another type” has been allocated by the Client for carrying out the Leverage-operation. In this case the difference between the two relevant categories of tokens of one and the same type (which during the Leverage-operation shall be treated as different objects of civil rights) shall be made through the price for them at the moment of opening and at the moment of closing (terminating) the Leverage-operation as well as by taking into account their role in this Leverage-operation.

**“Leverage”** means the ratio:

in case of a Long-operation (Prepayment) that is required for sending (placing on the Platform) the relevant order for making a token exchange transaction, opening the Long-operation, to the total value of tokens acquired under this transaction (expressed in the tokens of another type, the title of property to which the Client transfers to the Company in exchange for the said tokens);

in case of a Short-operation – of the value of tokens determined as Margin for Short-operations (Collateral for Borrowing) to the value of tokens that are the object of Borrowing (that are acquired by the Client from the Company by the way of Borrowing and alienated by the Client to the Company upon opening the Short-operation).

**“Long-operation”** is a Leverage-operation, opening which the Client under a token exchange transaction acquires from the Company (on the Client’s side emerges) the title of property to the tokens that are not fully paid by the Client, which the Client has the right to dispose of not otherwise than by alienating them to the Company under a similar token exchange transaction, thereby closing (terminating) this Leverage-operation. By virtue of the fact of making the token

exchange transaction that has opened the Long-operation the Client incurs a debt to the Company (in the amount of the tokens “underpaid” under the said token exchange transaction) and obtains the right to demand from the Company to buy out from the Client the tokens of the same type and in the same quantity (the same tokens) that have been acquired by the Client from the Company under this transaction (in exchange for the relevant tokens of another type), and the Client provides to the Company the relevant Irrevocable Closeout offer. Long-operations are carried out to make investments in increase of prices for the tokens acquired by the Client under a token exchange transaction that opens a Long-operation.

**“Margin for Long-operations”, “Prepayment”** mean the quantity of tokens accounted on the Client’s Account, the title of property to which the Client transfers to the Company as advanced payment (prepayment) for the tokens that are acquired by the Client under a token exchange transaction that opens a Long-operation, and which is necessary for sending (placing on the Platform) the relevant order. The quantity of the tokens reserved as Margin for Long-operations (Prepayment) at the moment of opening of the Long-operation (the initial amount of Margin for Long-operations (Prepayment) during the Long-operation becomes the supported amount of Margin for Long-operations (Prepayment) and may be changed by the Company unilaterally depending on how the price for the tokens, the title of property to which has been acquired by the Client under the said transaction, changes. Margin for Long-operations (Prepayment) in Long-operations is always less than 100% of the value of the tokens acquired by the Client.

**“Short-operation”** is a Leverage-operation, opening which the Client acquires from the Company (on the Client’s side emerges) the title of property to the tokens by the way of Borrowing and alienates them to the Company in exchange for the tokens of another type (under a transaction on Borrowing and alienation of tokens). By virtue of the fact of making the transaction on Borrowing and alienation of tokens the Client incurs a Borrowing debt to the Company (in the amount of the quantity of borrowed tokens) and obtains the right to demand from the Company to alienate to the Client the tokens of the same type and in the same quantity, as those acquired by him from the Company by the way of Borrowing (and subsequently alienated by him to it), in exchange for the said tokens of another type, and the Client provides to the Company the relevant Irrevocable Closeout offer. Short-operations are carried out to make investments in decrease of prices for tokens, the title of property to which has been obtained by the Client by the way of Borrowing (i.e. to tokens that are the object of Borrowing). In case of a Short-operation, the amount of investments made in decreasing of prices for tokens may either exceed the quantity of the Client’s own tokens separated out by him for carrying out this Short-operation, or be confined to the Client’s own tokens (i.e., constitutes exclusively the Client’s own tokens engaged in this Short-operation).

**“Borrowing”** (with respect to Short-operations and without relation to other transactions with tokens which provide for borrowing) means receiving by the Client from the Company the title of property to tokens on a repayable basis in order to carry out a Short-operation with undertaking the obligation upon closing (termination) of this Short-operation to satisfy the Borrowing debt by the way of transferring by the Client to the Company the title of property to the tokens of the same type and in the same quantity.

**“Margin for Short-operations”, “Collateral for Borrowing”** (with respect to Short-operations) mean the quantity of tokens accounted for the Client on his Account, determined (indicated) by the Client in the virtual window of the order for Borrowing and alienation of tokens in order to open a Short-operation and in respect of which upon opening this Short-operation Reserving Collateral for Borrowing is applied. The Client is entitled to determine as Margin for Short-operations (Collateral for Borrowing) only the tokens of same type as the tokens that are acquired by the Client from the Company in exchange for the tokens being alienated by the Client to the Company upon opening this Short-operation which are the object of Borrowing. The quantity of the tokens reserved as Margin for Short-operations (Collateral for Borrowing) at the moment of opening of the Short-operation (the initial amount of Margin



for Short-operations (Collateral for Borrowing)) during the Short-operation becomes the supported amount of Margin for Short-operations (Collateral for Borrowing) and may be changed by the Company unilaterally depending on how the price for the tokens, the title of property to which has been acquired by the Client by the way of Borrowing, changes.

**“Reserving Collateral for Borrowing”** (with respect to Short-operations) means the method of ensuring performance of the Client’s obligations under a Short-operation, which provides for exclusion of the Client’s opportunity until the Short-operation is closed (terminated) to dispose of the tokens, which the Client has determined as Margin for Short-operations (Collateral for Borrowing), for any purpose other than performance of the Client’s obligations under the Short-operation. Out of the tokens determined as Margin for Short-operations (Collateral for Borrowing) the Borrowing debt and other Client’s debts to the Company arisen out of Leverage-operations may be satisfied (in particular, by means of acquisition by the Client in exchange for them tokens of the same type as the tokens which are the object of Borrowing, to satisfy the Borrowing debt or by means of charging-off (writing-off) the relevant quantity of the tokens determined as Margin for Short-operations (Collateral for Borrowing) from the Client’s Account by the Company).

**“Suspend the Currency.com Account”** is the action performed by the Company in the cases provided for in these T&C, as a result of which, during the period, specified by the Company, when the Currency.com Account is suspended, the Client has the opportunity to log into it, but is deprived of the opportunity to make (carry out) any transactions (operations) using it, including is deprived of the opportunity to withdraw money, electronic money and tokens. In the event of Suspension of the Currency.com Account the Company shall be entitled to perform the Closeout at its sole and absolute discretion.

**“Website”** means [www.currency.com](http://www.currency.com), <https://exchange.currency.com>, as well as other sites on the Internet, the right to use (administer) which the Company possesses and which are used by it within the activities provided for in these T&C.

**“Negative balance protection”** is the function of the Platform, which is an element of the Platform's functionality based on a certain algorithm, aimed at preventing the amount of funds with a negative value (with a “minus” sign) occurrence (display) on the Client's Account in the virtual window “Equity”. This term is also used to refer to the Company policy whereby regardless of the outcome of the transactions (operations) made (carried out) by the Client on the Platform, the Company ensures that the balance of the Client's Account is not less than the number “0”.

**“Spread”** is the difference between the selling price of a token of a certain type and the buying price of a token of the same type displayed on the Platform.

**“Buy”** (in the Platform’s interface) means to acquire a Tokenised asset, a Fiat currency token, Other token representing currency, cryptocurrency or another token by means of exchange of it for Your Fiat currency token, Your Other token representing currency, Your cryptocurrency or another Your token (including in connection with opening of the Long-operation as well as to buy a Fiat currency token for money (electronic money), or to close (terminate) a Short-operation upon Your initiative.

*For the Financial Application* the term **“Buy”** means to acquire tokens for Your money (electronic money) or by means of exchange for Your tokens of another type.

**“Sell”** (in the Platform’s interface) means to alienate Your Tokenised asset, Your Fiat currency token, Your Other token representing currency, Your cryptocurrency or another Your token by means of exchange of it for a Fiat currency token, Other token representing currency, cryptocurrency or another token (including in connection with closing (terminating) of the Long-operation as well as to sell a Fiat currency token for money (electronic money), or to proceed to a Short-operation (or to open it).

For the Financial Application the term “**Sell**” means to alienate Your tokens for money (electronic money) or by means of exchange for tokens of another type.

“**Funds**” mean money, electronic money and tokens (unless otherwise is provided for in these T&C).

“**Deposit**” means to transfer money, electronic money, or tokens from Your External Account to the current (settlement) bank account, e-wallet, address (identifier) of the virtual wallet of the Company respectively for making (carrying out) transactions (operations) on the Platform. The word “depositing” means carrying out the said transfer by You. Deposited money, electronic money, and tokens shall be accounted for You on Your Account. This definition shall be applied inter alia in respect of the phrases about depositing funds to the Platform (Account, Currency.com Account).

“**Withdraw**” means to transfer money, electronic money, or tokens, accounted for You on Your Account, to Your External Account at Your demand. The word “withdrawal” means carrying out the said transfer by the Company at Your demand. This definition shall be applied inter alia in respect of the phrases about withdrawing funds out of the Platform (Account, Currency.com Account).

In the Platform’s interface transactions (operations) with tokens may be referred to inter alia with the use of the word “**trade**”.

The expressions above having the aforesaid meanings may be also used in the Company’s advertisements.

## **2. APPLICATION OF THESE T&C**

### **2.1 Acceptance (consent) and representations of the Client**

2.1.1. The Client agrees to observe the following documents (as well as to be legally bound by them), which together with these T&C are the constituent parts of the agreement concluded between the Client and the Company and are placed on the Website):

Annex No. 7 General Conditions for Digital Tokens (Tokens) Alienation as attached to this T&C below;

Annex No. 2 Contract for participation in tokens trading in accordance with these T&C; the relevant White Paper Declarations, applicable to tokens created and placed in accordance with them. For the avoidance of doubt White Paper Declarations shall not contradict to the T&C and all the provisions of the T&C shall prevail.

2.1.2. The Client agrees to:

participate in all the promotional events, public competitions and other events held by the Company with the use of the Platform and (or) the Website as well as recognizes himself bound by the conditions of their carrying out placed on the Website or communicated to the Client by the Company by other means. The Client’s consent to the conditions of such events and to the conditions of receiving bonuses is confirmed, among other things, by the actual Client’s actions to participate in such events and (or) by the consumption (use) by the Client of the bonus provided to him;

revocation of the right to use the Platform and (or) the Website or to applying against him other negative measures in case of violation by the Client of these T&C and (or) any of the documents specified in sub-clause 2.1.1 of this clause.

### **2.2 Prevalence of the versions (texts) of these T&C**

The English language version (text) of these T&C shall be the prevailing version in interpretation and application of these T&C in the event of any discrepancy between any versions (texts) of these T&C in other languages as the case may be.

### **2.3 Termination of these T&C and their amending**

2.3.1 Each party shall have the right to terminate these T&C at any time at its sole and absolute discretion by means of a unilateral extrajudicial refusal to perform it, expressed by sending the other party a notice of such refusal in the manner specified in these T&C. The

Agreement shall be deemed to be terminated on the date of receipt by the recipient party of the relevant notice.

2.3.2 The Company is not entitled to unilaterally and extrajudicially refuse to fulfill the obligations on own tokens of the Company created by it or on its behalf by another person and placed by the Company, as well as terminate unilaterally and extrajudicially the effect of the relevant White Paper Declaration, in the presence of these tokens in circulation.

2.3.3 In the event of termination of the contractual relations between You and the Company, Your funds (including tokens) held by the Company shall be transferred by the Company to You at Your demand after deduction of the amounts of remuneration due to the Company, the expenses incurred by the Company in connection with such transfer, the amounts of losses inflicted by You to the Company and the amounts of forfeit (penalty) subject to withholding by the Company as a result of violation of the contractual conditions by You, provided that the transfer is not hindered by the taking measures in the sphere of prevention of money laundering, terrorist financing and financing of proliferation of weapons of mass destruction.

2.3.4 The Company shall be entitled to unilaterally and extrajudicially at any time at its sole and absolute discretion amend these T&C as well as other constituent parts of the agreement concluded between the Client and the Company, including the White Paper Declaration. In these cases, the Company will amend this declaration unilaterally and extrajudicially, unless otherwise is prescribed by the Applicable legislation. Unless otherwise is provided for by these T&C, these T&C shall be amended unilaterally and extrajudicially by posting the amended text of these T&C on the Website with placing the notice on amending these T&C in the Client's Account (and (or) with the use of other means of drawing the Client's attention towards the fact of amending these T&C, e.g. by sending the said notice to him by e-mail) and (or) by sending the said notice in other manner specified by the agreement of the Parties. These T&C shall be deemed to be amended three days after the date on which the amended text of these T&C is posted on the Website, unless the Company stipulates another term (inter alia, in the said notice on amending these T&C). The date, on which these T&C is deemed to be amended, in the said notice may be indicated with the use of the words "enter into force". Unless otherwise is provided for in the said notice on amending these T&C or by these T&C, amendments made by the Company to these T&C shall be applied to the relations of the Company and the Client which have arisen before the date on which these T&C shall be deemed to be amended.

Amendments made by the Company to these T&C and related to bringing into operation (changing) on the Platform its certain functions (opportunities) shall be applied to the relations of the Company and the Client which have arisen (will arise) from the moment of actual bringing into operation (changing) the relevant functions (opportunities) of the Platform, unless otherwise is stipulated by the Company (in the notice on amending these T&C or otherwise). If upon the expiry of three days from the date of sending to the Client (placing in the Client's Account) the aforesaid notice on amending these T&C the Client by proceeding with the use of the Platform, pressing in the Platform's interface the virtual button on expressing consent with the amendments made to these T&C by the Company (approving them) and (or) otherwise expresses consent with the said amendments (approves them), it shall be deemed that these T&C have been amended by the agreement of the Parties (from the moment of expression of the said consent (approval), and if it takes place prior to the expiration of the said three-day period, then upon it will expire), and the relevant amendments shall be applied to the relations of the Parties which have arisen before the date of amending these T&C. In the absence of the expression of the said consent (approval) from the Client's side (inter alia within the time period which takes place prior to the expiration of the said three-day period) it shall be deemed that the Company has amended these T&C unilaterally and extrajudicially according to the rules of this sub-clause.

2.3.5 Upon termination of these T&C or the agreement concluded between the Client and the Company, specified in sub-clause 2.1.1 of this clause, on the whole:

2.3.5.1. the rights and obligations of the Parties are terminated from the date of the said termination, with the exception of the case provided for in sub-clause 2.3.5.2 of this clause;

2.3.5.2. sub-clause 2.3.6 of this clause shall be in effect until it is performed by the Parties to the full extent.

2.3.6. The Client shall be obliged to withdraw all the funds, accounted for him on his Currency.com Account, within five calendar days from the date of termination of these T&C or the agreement concluded between the Client and the Company, specified in sub-clause 2.1.1 of this clause, on the whole. During this period, the Client shall not be entitled to make (carry out) transactions (operations) on the Platform that are not connected with the withdrawal of the funds. The Client's Currency.com Account shall be deactivated (closed) by the Company after the expiration of the said period, and if the funds are withdrawn by the Client before this period expires, his Currency.com Account may be deactivated (closed) before the expiration of this period.

If the Client does not carry out the withdrawal of the funds within the period provided for in part one of this sub-clause, the Company shall be entitled to perform inter alia the following actions:

at its sole and absolute discretion to return the said funds to any of the Client's External Accounts (minus the remuneration due to the Company, the amount of expenses incurred by the Company in connection with returning the funds as well as other sums that may be due to the Company in accordance with the agreement concluded between the Client and the Company);

at its sole and absolute discretion to convert the Client's funds into one or several types of Fiat currency tokens (the Client by virtue of these T&C provides to the Company free of charge from the moment when these T&C are concluded for the effective term of these T&C an irrevocable offer to conclude a token exchange agreement necessary for this conversion) and, having carried out early performance of the obligation ensuing from these tokens according to the relevant White Paper Declaration, transfer to the Client's bank account (including a bank account the access to which is carried out with the use of a bank payment card) money in the amount, which corresponds to the value of the Fiat currency tokens appeared as a result of the said conversion (minus the remuneration due to the Company, the amount of expenses incurred by the Company in connection with the said conversion and transferring money as well as other sums that may be due to the Company in accordance with the agreement concluded between the Client and the Company).

2.3.7 After termination of these T&C and performance of sub-clause 2.3.6 of this clause, the Client shall be obliged to stop using the Application and remove (uninstall) the Application (its copies) from his devices.

### **3. RISK DISCLOSURE**

3.1 You hereby confirm Your understanding that the nature of the Services and any transactions involving cryptocurrencies may be risky. You understand and accept the risks related to purchase and sale of cryptocurrency via the Services.

3.2 By accepting and (or) complying with the T&C, You acknowledge that You have read the following risk information disclosed by the Company and that You accept these risks:

3.2.1 tokens are not legal tender and are not required to be accepted as a means of payment;

3.2.2 tokens are not granted by the state;

3.2.3 acquisition of tokens may lead to complete loss of money and other objects of civil rights (investments) transferred in exchange for tokens (including as a result of token cost volatility; technical failures (errors); illegal actions, including theft);

3.2.4 the technology of the register (ledger) of transaction blocks (blockchain), other distributed information system and similar technologies are innovative and constantly updated, which implies the need for periodic updates (periodic improvement) of the Information System and the risk of technical failures (errors) in its operation;

3.2.5 certain tokens alienated by the Company may be of value only when using the Information System and (or) the Company's services;

3.2.6 as the attitude of different states (their regulators) to token transactions (operations) and approaches to their legal regulation differ from jurisdiction to jurisdiction,

there is a risk that the Agreement or its particular conditions may be invalid and (or) unenforceable in certain states.

3.3 You should carefully consider whether trading in cryptocurrencies is suitable for You in light of Your circumstances and financial resources.

3.4 In addition to the risks specified in sub-clause 3.2 of this clause, risks of trading in cryptocurrencies include, but are not limited to, the following:

#### **3.4.1 Trading Risks**

(a) The cryptocurrency market is still new and uncertain. The prices of cryptocurrencies are highly volatile and can shift quickly. You should be prepared to lose all or substantially all of Your assets when trading in cryptocurrencies.

(b) Cryptocurrency markets have varying degrees of liquidity. Some are quite liquid while others may be thinner. There is no guarantee that the market for certain tokens will exist in the future (including, there is no guarantee that supply and demand for specific tokens will remain, and that transactions will be made with them in the future). We make no warranties or representations about whether any token currently circulating on the Platform will circulate on the Platform in the future. Any token may be excluded from the quotation list of the Platform (delisted) by the Company at its sole and absolute discretion without prior notice to the Client and (or) without his consent.

#### **3.4.2 Legal Risks**

The legal status of tokens (including the legality of their presence in civil commerce) in different countries may be uncertain.

States may establish specific requirements under which the request of the owner of tokens related to the possession of tokens are subject to judicial protection.

You undertake to know and understand how the circulation of tokens is regulated by the law of the state of which you are a citizen (national) or in the territory of which you reside.

#### **3.4.3 Security Risks**

You acknowledge that possessing tokens and trading in them create certain security risks, including various security breaches or targeted hacking attacks. You accept these risks (including the risk of stealing Your tokens).

You acknowledge and agree that the Company may itself be the participant of tokens trading in the Application. The Company is obliged to manage any conflict of interest arising out of it.

## **4. USAGE REQUIREMENTS**

4.1 To be eligible to use the Application:

(a) You must be at least 18 years old [subject to compliance with established requirements in Your jurisdiction];

(b) You must be registered, domiciled or located in, or resident of, a country where using the Application (in particular, trading in cryptocurrencies) is not contrary to local laws and other sources of law;

(c) You must be a citizen (national) of, or reside in, a country not being in the list of jurisdictions where We do not provide the Services ("**Prohibited Jurisdictions**");

(d) as a Client, that is a legal entity, on behalf of such legal entity you represent and warrant that (i) such legal entity is duly organized and validly existing under the legislation of the jurisdiction of its organization; (ii) you are duly authorized by such legal entity to act on its behalf; and (iii) this legal entity is not registered in the Prohibited Jurisdictions, as well as the beneficial owners of this legal entity are not citizens (nationals) of the countries that are in the list of Prohibited Jurisdictions and do not reside in the Prohibited Jurisdictions.

4.2 To use the Application You need to create a Currency.com Account. To create a Currency.com Account You must:

(a) for the Client who (which) is:

a natural person (an individual) – provide Your full name, citizenship, date and place of birth, the place of domicile, requisites of identification document, e-mail address, unless otherwise

provided by the Platform's interface. In cases provided for in the Platform's interface, the provision of these data shall be carried out by providing us with images of an identity document and (or) other documents;

a legal entity (a body corporate) – provide the firm name, location (registered address), tax identification number (Tax ID number), the graphic image (icon) of the extract from the trade register of the country of incorporation or other equivalent evidence of the status of a legal entity in accordance with the legislation of its country of incorporation with the date of issue no earlier than 6 months before the date of submission of the graphic image (icon) of such extract, the graphic image (icon) of the charter and the graphic image (icon) of the legal entity's director identity document opened on the pages containing personal data and a stamp specifying the place of residence as well as other documents that may be requested by the Company;

(b) create a secure (strong) password.

4.3 You are not permitted to create more than one Currency.com Account, as well as to reach an agreement with other persons on joint and (or) coordinated actions on using the Currency.com Accounts in a certain way (including for making profit (generating income) or in order to achieve other goals).

4.4 You must also **undergo the procedure of identification** before You are permitted to use the Application, unless otherwise provided by sub-clauses 4.14 and 4.15 of this clause. You agree:

(a) to provide to the Company the information (documents) the Company requests for the purposes of identification and verification, finding out (determining) the sources of Your funds and (or) wealth, updating (actualization) the data submitted by You before, exclusion of facts of unfair or illegal behavior on the Platform as well as for other purposes provided for by the Applicable legislation and the agreement concluded between You and the Company, and permit the Company to keep such information (documents) for the period of no less than five years, process it (them) and perform in respect of it (them) other actions not contradicting the Applicable legislation;

(b) that We are entitled to make the inquiries, whether directly or through third parties, that We consider necessary to identify Your identity and address or protect You and (or) Us against fraud or other crime, and to take action We reasonably deem necessary based on the results of such inquiries. When We carry out these inquiries You acknowledge and agree that Your personal information may be disclosed to individuals and legal entities (including authorized state agencies) and that these entities may respond to Our inquiries in full. You acknowledge that We may also engage third-party providers to conduct all procedures of identification and subsequent verification We require and to disclose to such providers any data We receive from You including when creating Your Currency.com Account;

(c) to keep up-to-date (ensure the operativity of) Your e-mail address which has been reported to Us during creation of Your Currency.com Account in order to receive any notices or alerts that We may send You.

4.5 We are also entitled at Our sole discretion to conduct competency checks in order to evaluate whether You possess sufficient skills and knowledge to trade cryptocurrency using the Application. In case We conclude that You do not possess sufficient skills and knowledge We consider necessary We will refuse to create a Currency.com Account for You or to further use it.

4.6 We shall assess and verify the information and documentation provided by You and, if everything is in compliance with these T&C, Your Currency.com Account creation will be successfully finalized.

The data provided by you during identification is subject to verification in the course of which measures may be taken to prevent money laundering, terrorist financing and financing of proliferation of weapons of mass destruction.

4.7 We may, at Our sole and absolute discretion, at any time during Your use of the Application request some information and documentation in addition to those provided within creation of Your Currency.com Account, in particular, when We suspect certain unlawful activity and (or) activity that do not comply with the conditions of the agreement between the Company and You is taking place via Your Currency.com Account.

4.8 We may periodically review (update, actualize) the information and documents provided by You within identification or verification process and (or) ask You to update (actualize) them. You are obliged to promptly (within three calendar days) reply to such requests (but if another term is specified in the request You must give the answer in the term specified in the request). In case You do not provide Us with requested updates We may take measures mentioned in sub-clause 17.1 of clause 17 of these T&C.

4.9 You represent and warrant that all the information and documents You provide to Us with regard to the Services are true, accurate, up-to-date, authentic and belong to You. You have responsibility for reliability (veracity) of these information and documents.

4.10 In accordance with these T&C, You must notify the Company about changes in the data (information) specified in sub-clauses 4.2 and 4.4 of this clause within a period not exceeding three days from the date the corresponding changes occurred.

4.11 We may, at our sole discretion, refuse to create a Currency.com Account for You. These T&C are not a public agreement or contract of adhesion. The Company is not obliged to provide the Services to anyone who applies.

4.12 We do not guarantee that the Application can be used on any particular device.

4.13 The Client acknowledges that he is notified and agrees that when he acquires tokens from the Company, these tokens at the time of acquisition may not be available to (may not be present in) the Company (for example, within Leverage-operations). In this case, the Client acquires the property right to obtain from the Company the title of property (to demand from the Company to transfer the title of property) to the relevant quantity of such tokens. In these circumstances, in these T&C and other constituent parts of the agreement between the Company and the Client the said tokens "acquired" by the Client shall be understood to be precisely this property right, and on the Client's Account the corresponding tokens shall be accounted for the Client with the same effect as though they are actually present (are on hand) and the title of property to them has been transferred to the Client. The Company undertakes, prior to the expiration of the time period for the withdrawal of these tokens (sub-clause 7.2 of clause 7 of these T&C), to acquire them from a liquidity provider determined by the Company at its sole and absolute discretion. The relations between the Parties in respect of the said property right shall be governed by Annex No. 7 the General Conditions for Digital Tokens (Tokens) Alienation.

4.14. The Client is given the opportunity to start using the Platform (including making transactions (operations) through it) before finalizing passing the identification procedure (hereinafter referred to as "the possibility of postponed identification"). It is believed that the Client has used of the possibility of postponed identification if he has made deposited money, electronic money or tokens before providing the Company with images of documents containing identification data that are necessary for identification, or before the Client passes the identification procedure through the use of an identification system. The use of the possibility of postponed identification is allowed only if the amount of the financial transaction (operation) (financial transactions (operations)) for the receipt of funds by the Company from the Client (his representative) and (or) for the transfer of funds by the Company to the Client, which was made (carried out) (were made (carried out)) before finalizing passing the identification, does not exceed 1000 US Dollars. The Client agrees that for the purpose of automatic application, the Platform may contain a corresponding numerical value less than 1000 US Dollars.

4.15 If the Client has used of the possibility of postponed identification:

4.15.1 he is obliged to provide the Company with information about him as provided for by the Applicable legislation that are requested by the Company (including through the use of the Platform's interface);

4.15.2 he is obliged to finalize passing the identification procedure (provide the Company with images of documents containing the identification data necessary for identification, or pass the identification through the use of an identification system, depending on which option will be proposed to him by the Company, as well as to carry out other actions at the request of the Company in order to pass identification) no later than 15 days after the establishment of the contractual relationship with the Company;

4.15.3 the contractual relationship between the Client and the Company is considered to be established (a contract on financial transactions (operations) in writing form is considered concluded) at the moment when the money, electronic money, tokens deposited by the Client are accounted on his Currency.com Account or at the moment the bonus provided to the Client is credited to his Currency.com Account, if such crediting took place before the Client deposited money, electronic money or tokens<sup>2</sup>;

4.15.4 and before the expiration of the time period provided for in sub-clause 4.15.2 of this clause the Client applies to the Company for the withdrawal of money, electronic money, tokens in the total amount exceeding 1000 US Dollars, he is obliged to finalize passing the identification procedure in accordance with sub-clause 4.15.2 of this clause before carrying out such withdrawal, but not later than the period specified in sub-clause 4.15.2 of this clause. This obligation also arises in the following circumstances in the aggregate: (i) The Client withdrew money, electronic money, tokens within a given period for a total amount of 1000 US Dollars and (ii) expressed the will to withdraw money, electronic money, tokens for an additional amount before finalizing passing the identification procedure;

4.15.5 until passing the identification procedure is finalized by the Client and within the time period specified in sub-clause 4.15.2 of this clause, deposits of money, electronic money, and tokens in a total amount not exceeding 1000 US Dollars and (or) withdrawals of money, electronic money, tokens in a total amount not exceeding 1000 US Dollars shall be allowed. In the event that within three years from the date of expiration of the time period provided for in sub-clause 4.15.2 of this clause the Client does not finalize passing the identification procedure money, electronic money, tokens accounted for the Client on his Currency.com Account at the time of the expiry of this period will become the property of the Company (i.e. the Company beginning from the relevant date shall obtain the title of property to them);

4.15.6 and the Client has not finalized passing the identification procedure within the time period specified in sub-clause 4.15.2 of this clause, the Company shall suspend the Client's Currency.com Account (inter alia, automatically). At the same time, from the moment this period expires until the finalization the passing the identification procedure, the Client is not entitled to make transactions (carry out operations) on the Platform;

4.15.7 Sub-clauses 4.15.1 – 4.15.6 of this clause shall apply insofar as otherwise is not provided by the Applicable legislation . If these acts provide for otherwise, then the Parties must comply with the provisions of these acts.

4.16 The Company shall be entitled to exclude tokens, which are listed on the Platform, from the quotation list of the Platform (this shall result in termination of the opportunity to make (carry out) transactions (operations) with them on the Platform), i.e. to carry out the delisting of these tokens (tokens delisting). The necessity for this may be dictated by the exclusion of underlying assets of Tokenised assets from quotation lists of stock exchanges (i.e. by the delisting of such underlying assets) and (or) by other reasons (conditions).

The Client undertakes the obligation to monitor the cases of potential delisting of underlying assets of Tokenised assets himself.

---

<sup>2</sup> At one of these moments, it is considered that the Parties have reached an agreement on all essential terms of the contract .



The Company shall be entitled to notify the Client of the upcoming tokens delisting and transfer the relevant tokens market (tokens type) into the Close-only mode up to the moment of tokens delisting. The Company shall be entitled at its sole and absolute discretion cancel the decision on tokens delisting taken by the Company and withdraw the relevant tokens market (tokens type) from the Close-only mode (cancel the Close-only mode).

In case of tokens delisting the Company shall:

carry out the Closeout with respect to the Client's orders sent (placed on the Platform) in the section (mode) "Exchange" on the Platform with regard to the relevant tokens market (tokens type), and with respect to the Leverage-operations opened by the Client with regard to the relevant tokens market (tokens type);

accept the Client's irrevocable offer on alienation by the Client to the Company of all the tokens, which have been subject to delisting (accounted for the Client on his Currency.com Account after the aforesaid Closeout), in exchange for the Fiat currency tokens (the type of which shall be determined by the Company at its sole and absolute discretion) at the price which the said tokens will actually have at the moment of carrying out the said irrevocable offer acceptance by the Company, or at the last accessible (indicated) on the Platform price. The said irrevocable offer (by which the Client offers the Company to make the tokens exchange transaction in respect of the relevant quantity of tokens) is provided by the Client to the Company free of charge by virtue of these T&C from the moment of conclusion of these T&C for the effective term of these T&C and may be accepted by the Company in case of delisting of the tokens, which are listed on the Platform.

4.17 The services on organizing tokens trading shall be rendered by the Company to the Client throughout the entire effective term of these T&C. The access to the Company's trading system with the possibility of making transactions in it shall be provided to the Client no later than three Business days from the date of submission by the Client to the Company of the documents (their images) necessary for identification, unless otherwise is provided for by these T&C.

4.18 The Company shall be entitled to unilaterally and at its sole and absolute discretion: withhold the quantity (amount) of funds that constitute the Client's debt to the Company (in the amount calculated by the Company) from the quantity (amount) of the Client's funds held by the Company (in order to satisfy this debt). The title of property to the withheld funds shall pass to the Company from the moment of carrying out their withholding;

collect (remove) from the Client's Currency.com Account funds erroneously credited to it.

4.19 The Company shall be entitled to notify the Client of the upcoming Corporate actions and transfer the relevant Tokenised assets market (Tokenised assets type) into the Close-only mode up to the moment of such actions performing.

In case of Corporate actions performing the Company shall be entitled at its sole and absolute discretion to:

carry out the Closeout with respect to the Client's orders sent (placed on the Platform) in the section (mode) "Exchange" on the Platform with regard to the relevant Tokenised assets type, and with respect to the Leverage-operations opened by the Client with regard to the relevant Tokenised assets type;

carry out the correction of the quantity of the relevant Tokenised assets, which are accounted for the Client on his Currency.com Account after the aforesaid Closeout, in order to bring this quantity in line with the result of the Corporate actions;

transfer to the Client the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis by crediting them to his Currency.com Account, as well as to charge-off (write-off) tokens from his Currency.com Account in the amount (quantity) necessary to reflect the results of Corporate Actions. The type and quantity of such tokens is determined by the Company at its discretion. When determining the quantity (amount) of such tokens the Company shall be entitled to take into account inter alia the sums and (or) rates of taxes (duties) and other obligatory payments to

the state budget (inter alia provided for by foreign law), which in connection with committing Corporate actions are subject to being paid by the owners of the underlying assets the price (value) of which determine the price (value) of the relevant Tokenised assets and (or) by the entities which carry out hedging of risks to which the Company is exposed;

take other measures (actions) necessary for the reflection (implementation) of the result of the Corporate actions on the Platform (including the removal of the corresponding Tokenised Assets from the Client's Currency.com Account).

4.20 The functionality of the Application allows You to use third-party software (including TradingView, TabTrader, etc.) and (or) Your software when making (carrying out) transactions (operations) using the Application, as well as connect directly to the server infrastructure of the Application, bypassing the visual user interface of the Application, using such software and (or) otherwise. Usage of this opportunity:

is carried out at Your own risk and at Your responsibility (inter alia are not subject to satisfaction Your requirements arising due to incompatibility of the specified software with the software of the Company, incorrect execution of Your orders sent in the above manner, etc.);

is allowed if the following circumstances appear in aggregate: 1) You have passed the identification and verification procedures as well as, if necessary, other measures on prevention money laundering, terrorist financing and financing of proliferation of weapons of mass destruction; 2) You have generated a special pair of "keys" (an "API-key" / a "secret key") with a certain level of access to Your Currency.com Account through the visual user interface of the Application or You carry out entering the Application (logging in Your Currency.com Account) with the use of Your login and password to Your Currency.com Account; 3) You (or the third party which gives You permission to use the relevant software) have fulfilled the requirements provided in the technical documentation on the use of the trading software interface (hereinafter referred to as the "API") available on the Website, which provides requirements for requests for server infrastructure of the Application ("API documentation"); 4) in connection with using this opportunity You do not violate the requirements of these T&C, the Applicable legislation;

does not apply to depositing and withdrawing funds (which is done through the visual interface of the Application), unless otherwise permitted by the Company (including in the technical documentation on the use of the API posted on the Website, which provides requirements for requests for server infrastructure of the Application ("API documentation") or otherwise).

4.21 In the cases in which these T&C stipulate that the price for a token is determined on the Platform, it shall be recognized that the price of alienation of tokens on the Platform under the Client's order for the acquisition of these tokens in the section (mode) "Exchange" of the Platform is meant.

4.22 In case of a Fork the Company shall be entitled at its sole and absolute discretion to carry out:

the Closeout with respect to the Client's orders sent (placed on the Platform) in the section (mode) "Exchange" on the Platform with regard to the relevant tokens market (tokens type), and with respect to the Leverage-operations opened by the Client with regard to the relevant tokens market (tokens type);

the correction of quantity of the relevant tokens, which are accounted for the Client on his Currency.com Account after the aforesaid Closeout, in order to bring this quantity in line with the result of the Fork;

transfer to the Client the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis by crediting them to his Currency.com Account. The type and quantity of such tokens is determined by the Company at its discretion;

other actions necessary for the reflection (implementation) of the result of the Fork on the Platform.

4.23 The Parties have agreed on the following rules for the termination of the following token sale-purchase agreements by their proper fulfillment (performance):

4.23.1 if the Client has used postponed identification in accordance with sub-clause 4.14 of this clause, the token sale-purchase agreements providing for the purchase by the Client from the Company of Fiat currency tokens in the amount of not more than 1000 US Dollars (for money or electronic money), are terminated by their proper fulfillment after 15 days from the date of their conclusion, provided that the Client does not make (carry out) any transactions (operations) with these Fiat currency tokens during this period. Before the expiration of this period, the Client may demand from the Company to return money or electronic money paid by him for the said tokens, and the Company is entitled to unilaterally and extrajudicially refuse to fulfill the named agreement and return such money or electronic money to the Client (including refund, if the Client paid for Fiat currency tokens using a bank payment card).

The abovementioned rules of this sub-clause also apply to token sale-purchase agreements providing for the purchase by the Client from the Company of Fiat currency tokens in the amount of not more than 1000 US Dollars (for money or electronic money), if the Client has made (carried out) transactions (operations) with a part of these tokens within the specified 15-day period, – in the part of the quantity of Fiat currency tokens with which no transactions (operations) have been made (carried out) within this period.

The provisions of this sub-clause shall not apply if the return to the Client of money (electronic money) would be a violation of sub-clause 4.15 of this clause;

4.23.2 if the Client did not use the postponed identification in accordance with sub-clause 4.14 of this clause, the token sale-purchase agreements providing for the purchase of Fiat currency tokens by the Client from the Company (for money or electronic money) are terminated by their proper fulfillment after 30 days from the date of their conclusion, provided that the Client does not make (carry out) any transactions (operations) with these Fiat currency tokens during this period. Before the expiration of this period, the Client may demand from the Company to return money or electronic money paid by him for the said tokens, and the Company is entitled to unilaterally and extrajudicially refuse to perform the named contract and return such money or electronic money to the Client (including refund, if the Client paid for Fiat currency tokens using a bank payment card).

The abovementioned rules of this sub-clause also apply to token sale-purchase agreements providing for the purchase by the Client from the Company of Fiat currency tokens (for money or electronic money), if the Client has made (carried out) transactions (operations) with a part of these tokens within the specified 30-day period, – in the part of the quantity of Fiat currency tokens with which no transactions (operations) have been made (carried out) within this period.

4.24 If it is provided for in the Platform's interface, the Client has the right to send to the Company orders about not related to the tokens trading settlements deduction of the quantity of tokens from the total quantity of tokens accounted for the Client on his Currency.com Account, and addition the deducted quantity of tokens to the quantity of tokens accounted for another client on his account on the Platform (that is, an order to charge-off (write-off) tokens from the Client's Currency.com Account and credit them to the account of another client of the Company). Further in this sub-clause, this another client is referred to as – "the receiving right to tokens client".

The Company is entitled to execute the Client's order, provided above in this sub-clause (if they do not contradict the Applicable legislation) and charge a remuneration for their execution in the amount specified on the Website. The Company has the right, at its discretion, to determine that such remuneration is included in other remuneration of the Company specified in these T&C and will not be charged separately.

The Company is entitled, at its discretion, to refuse to execute the Client's orders provided above in this sub-clause, including cases if the Company has revealed that their execution will constitute (may constitute) a violation of legislation and (or) the acts specified in this sub-clause below.

The Client does not have the right to send orders provided above in this sub-clause if they are aimed at making and (or) performing transactions that contradict the Applicable legislation, the law of the state of which the Client (or the receiving right to tokens client) is a citizen (national) and (or) in which the Client (or the receiving right to tokens client) lives or is registered.

By sending an order provided above in this sub-clause, the Client assures the Company that charging-off the relevant tokens from his Currency.com Account and their crediting to the account of the receiving right to tokens client complies with the Applicable legislation (inter alia in respect of the scope of the powers of individuals and legal entities with regard to the transactions with the tokens), the law of the state of which the Client (or the receiving right to tokens client) is a citizen (national) and (or) in which the Client (or the receiving right to tokens client) lives or is registered, . At the request of the Company, the Client is obliged to provide the Company with copies of the contracts for the performance of which orders are sent by him, and (or), if a request is made by the Company, give explanations on the content and parties of such contracts.

4.25. The Client acknowledges that he is notified and agrees that:

Client's tokens that are accounted for him on his Account may be allocated both to the addresses (identifiers) of the Company's virtual wallets and to the addresses (identifiers) of the virtual wallets of third parties with which the Company has established the relevant contractual relationship (in particular, the Company's liquidity providers);

Money and electronic money that the Client has deposited for transactions in the Financial Application may be allocated both on the bank accounts of the Company and on the bank accounts of third parties with which the Company has established the relevant contractual relationship (in particular, the payment service providers);

Subject to the provisions of the foreign law, certain types of tokens may not be alienated to the citizens and organizations of the relevant states.

## **5. DEPOSITING FUNDS (if applicable)**

5.1 You can deposit money, electronic money, tokens in order to be accounted for You on Your Account using the External Accounts. To be deposited money, electronic money or tokens must be "supported" by the Platform (the functionality of the Platform provides for the possibility to use them).

Depositing of money, electronic money shall be carried out by making Your purchase of Fiat currency tokens.

As a result of such a purchase in Your Account, the corresponding number of Fiat currency tokens is taken into account.

Depositing of money or electronic money when using the Financial Application shall be carried out by transferring Your money or electronic money from Your External Account to the current (settlement) bank account or the e-wallet of the Company respectively. Unless this money (electronic money) is not used as an advance payment for tokens as the moment of its depositing, this money (electronic money) shall be accounted for You as Your money (electronic money) on Your Account for subsequent making transactions with the use of the Financial Application.

Tokens are deposited by transferring tokens from Your address (identifier) of the virtual wallet to the Company's address (identifier) of the virtual wallet. In this case, unless otherwise provided in this sub-clause, tokens shall be deemed to be transferred if the operation (transaction) on their transferring in the relevant register (ledger) of transaction blocks (blockchain) has become publicly observable and has obtained at least the following quantity of confirmations in the relevant blockchain network:

with respect to the cryptocurrency Bitcoin – two confirmations;

with respect to the cryptocurrency Litecoin – four confirmations;

with respect to the cryptocurrency Bitcoin Cash – six confirmations;

with respect to the cryptocurrency Ethereum, the cryptocurrency Tether and other ERC 20 tokens – twelve confirmations.

The cryptocurrency Ripple shall be deemed to be transferred if the operation (transaction) on its transferring in the relevant register (ledger) of transaction blocks (blockchain) has become publicly observable.

For depositing money or electronic money You shall fill in and submit an order for the purchase of Fiat currency tokens, according to the results of execution of which by the Company the Fiat currency tokens purchased are accounted for You on Your Account.

For example, if You make a deposit of money or electronic money in US dollars, after depositing these funds in Your account (account), You will get to Your Account the Fiat currency tokens USD.cxc.

For depositing of money or electronic money when using the Financial Application You shall fill in and submit an order for money (electronic money) deposit. If the money (electronic money) being deposited is used as an advance payment for tokens at the moment of its depositing, You shall fill in and submit an order for the acquisition of tokens.

The Company shall be entitled to unilaterally establish (set forth), change, and cancel the minimum limits on depositing funds in relation to certain methods of depositing with communicating (bringing) them to You through the Platform and (or) the Website (such limits may be necessary inter alia under the requirements of payment service providers). These limits (including amended ones) shall enter into force and start being applied to the relations of the Parties from the moment of placing the information about them on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the Parties are (is) specified in this information. Funds in the amount that is less than the minimum limit that You have sent to the Company to deposit them shall not be accounted for You on Your Account, and inter alia shall not be considered (treated) as received as payment for Fiat currency tokens. If funds are transferred to the Company in the said amount, they shall be returned to You at Your written request. This refund shall be carried out only after You reimburse the Company's expenses for such carrying out (including those arising from the use of the services of payment service providers, paying of taxes, etc.), unless otherwise is specified by the Company. For such reimbursement, the Company shall be entitled to unilaterally withhold the amount of these expenses from the said amount of funds transferred by You to the Company and (or) from the amount of Your other funds held by the Company.

5.2 The Company shall be entitled not to accept money, electronic money or tokens from You (inter alia, depending on the country, the resident of which You are and (or) through the bank of which country You are going to carry out the payment<sup>3</sup>, as a result of taking measures for prevention of money laundering, terrorist financing and financing of proliferation of weapons of mass destruction, etc.), as well as unilaterally (at any time and at the Company's sole and absolute discretion) change the list of methods by which You can deposit funds to Your Currency.com Account.

In case of non-acceptance of Your funds (including tokens) by the Company, if these funds have been actually handed over (transferred) to the Company and the Company has found their return (refund) possible, You shall be obliged to reimburse the Company's expenses for carrying out this return (refund). In certain cases the said return (refund) shall be possible only if before it is carried out You have reimbursed the relevant expenses of the Company (for example, in case of return (refund) of the cryptocurrency Tether (USDT) You shall be obliged to previously transfer to the Company the quantity of the cryptocurrency Ethereum that is necessary for the said return (refund)).

5.3 You can pay for Fiat currency tokens using a credit or debit card, via a bank transfer or other methods available on the Platform. Some depositing methods may not be available to You. The availability of a particular depositing method depends on a number of factors including, for example, where You are located, the identification information You have provided to Us, and limitations imposed by the international payment systems operators, etc.

---

<sup>3</sup> For example, this may concern offshore jurisdictions.

5.4 The time actually needed for depositing funds depends upon the actions of third parties (including banks, the international payment systems operators, etc.) and may differ from case to case.

5.5 You represent and warrant that:

(a) External Accounts and money, electronic money, tokens which You deposited to the Currency.com Account belong to You. Payments from third parties are not accepted, unless otherwise provided by the Applicable legislation and the Internal control rules of the Company;

(b) money, electronic money, and tokens which You deposited to Your Currency.com Account as well as Your relevant wealth are derived from lawful sources.

5.6 You acknowledge that the Company shall be entitled to verify (check) Your compliance with sub-clause 5.5 of this clause at any time at the Company's discretion within Your use of the Services, in particular by the following means:

(a) requesting a documentary confirmation of the source of origin of Your funds (including tokens), the title of property to them, Your rights to External Accounts (inter alia requesting the relevant bank statement and the photo of the bank card with the use of which replenishing (funding) of Your Currency.com Account has been carried out (or its part or fragment) placed (held) near Your face) as well as a documentary confirmation of the source of Your wealth;

(b) using special API or other software enabling to identify money laundering, terrorist financing and financing of proliferation of weapons of mass destruction using money, electronic money and tokens and other risks associated with the funds, in particular, to analyse the history of using Your External Accounts, their connection with other accounts and transactions and to define the risk of using such External Accounts for illegal activities;

(c) requesting information from third parties (payment service providers, banks and non-bank credit organizations, etc.).

5.7 In case You are unable (unwilling) to provide to the Company the necessary documentary prove, specified in sub-clause 5.6 (a) of this clause, and (or) the Company has reasons to suspect Your non-compliance with sub-clause 5.5 of this clause, the Company shall be entitled to perform any of the following actions (one or several actions): (1) to reject depositing or withdrawing money, electronic money or tokens to (from) Your Currency.com Account, or (2) to suspend depositing or withdrawing money, electronic money or tokens to (from) Your Currency.com Account, or (3) to freeze (block) money, electronic money or tokens accounted for You on Your Currency.com Account, or (4) to suspend (block) transactions (operations) carried out via Your Currency.com Account, or (5) to refuse to transfer (credit) to your address (identifier) of the virtual wallet tokens, the transfer (crediting) of which You are demanding, or (6) to block a financial transaction (operation) in which You (Your representative) participate (participates), or (7) to Suspend the Currency.com Account, or (8) to deactivate (close) Your Currency.com Account, or (9) to perform other actions provided for in these T&C or legislation.

## **6. TYPES OF ORDERS, THEIR CONTENTS AND EXECUTION. LEVERAGE-OPERATIONS**

6.1 You shall send an order on purchasing/selling/exchanging tokens (and in the cases specified in these T&C – also orders for carrying out other actions) to the Company by clicking the “Buy” or “Sell” virtual button in the Application and (or) performing other actions, stipulated in these T&C and (or) in the interface of the Application and (or) stipulated in the technical documentation on the use of the API posted on the Website, which provides requirements for requests for server infrastructure of the Application (“API documentation”).

6.2 Orders shall be placed on the platform to trade tokens or for the acquisition or alienation of tokens outside the tokens trading. At the tokens trading, your order shall be executed if there is a counter order with overlapping price conditions. Outside the tokens trading Your order shall be executed if it is accepted by the Company.

Orders sent for the acquisition or alienation of tokens in the Financial Application or in the section (mode) "Leverage" of the Platform are orders for the acquisition or alienation of tokens outside the tokens trading.

6.3 To carry out Leverage-operations, You need to go to the section (mode) "Leverage" of the Platform and select a token (Tokenised asset, or cryptocurrency, or Tokenised currency), the title of property to which You wish to acquire within a Leverage-operation for further disposing of it in accordance with these T&C. Carrying out such Leverage-operation You are making investments in change in the price for the said token. This price is expressed in another token (please, see the model "X/Y" below) and shall be "paid" (given as consideration) in Fiat currency tokens or cryptocurrency, unless otherwise provided for by the Platform's interface. Leverage-operations are not available in the Financial Application.

Leverage-operations can be of three types, namely, a Long-operation, a Short-operation. Leverage-operations shall be carried out on the conditions stipulated in this sub-clause and in other provisions of these T&C, unless otherwise provided for by the Platform's interface or by the agreement of the Parties.

The order sent for opening a Leverage-operation or during the Leverage-operation in the period when the relevant market is unavailable (offline) may be accepted by the Company only after this market becomes available.

Before opening a Leverage-operation You shall choose in the relevant order virtual window the amount of Leverage.

The amount of Leverage may be indicated inter alia as follows:

"1 : N" ("1 / N"), where the letter "N" is the result of dividing the total value of the tokens acquired by the Client under the token exchange transaction that opens a Long-operation by the amount (value) of the Prepayment or the result of dividing the value of tokens that are the object of Borrowing (acquired by the Client from the Company by the way of Borrowing and alienated by him at the beginning of the Short-operation), for the value of the tokens determined as the Collateral for Borrowing under the Short-operation.

"Nx", where the letter "N" is the result of dividing the total value of the tokens acquired by the Client under the token exchange transaction that opens a Long-operation by the amount (value) of the Prepayment or the result of dividing the value of tokens that are the object of Borrowing (acquired by the Client from the Company by the way of Borrowing and alienated by him at the beginning of the Short-operation), for the value of the tokens determined as the Collateral for the Borrowing under the Short-operation; and the symbol "x" is the multiplication symbol (sign).

The Company takes into account the actual demand for tokens on the Platform and ensures their implementation in carrying out Leverage-operations. To this end, by accepting clients' orders in respect of Leverage-operations, the Company, acting on its own behalf and at its own expense, applies to the said orders the conditions of counter (offsetting) orders of other clients (also carrying out Leverage-operations) sent (placed) in the section (mode) "Leverage" of the Platform, and on these conditions makes the acceptance (provided that such counter (offsetting) orders are actually present). At the same time, the Company on its own behalf and at its own expense accepts the orders of the latter clients on the conditions provided for in the orders of the former clients. Thus, when carrying out Leverage-operations, the Company is "bound" by (follows) the conditions of the "oppositely directed" clients' orders sent (placed) in the section (mode) "Leverage" of the Platform. When the Company accepts clients' orders in respect of Leverage-operations, their partial acceptance is possible (in particular, this may occur in cases of significant amounts (volumes) of orders, when their acceptance is fulfilled in several stages using the weighted average price for the relevant tokens). To display clients' orders in respect of Leverage-operations (for ensuring market transparency) in the section (mode) "Leverage" of the Platform, for information purposes, a virtual "order book" may be used (this should not be understood (classified) as a circumstance indicating the organization of tokens trading within this section (mode) of the Platform). Market liquidity in the section

(mode) "Leverage" of the Platform is provided by the Company according to its actual opportunities to hedge the relevant risks at a particular point in time.

If during the Leverage-operation You are incurring a loss, the Company may notify You about it by sending a Margin Call Warning to Your e-mail address.

The Company shall perform the Closeout if the amount of Your loss indicated in the virtual window "P&L" reaches the figure Z or exceeds it.

The figure Z shall be equal to the difference between the total quantity of tokens reserved within the use of the section (mode) "Leverage" of the Platform (items a) – c) of the definition of the expression "Reserved tokens") multiplied by 50 and divided by 100, and tokens of the same type indicated in the virtual window "Funds" ( $Z = \text{the sum of tokens falling under items a) – c) of the definition of the expression "Reserved tokens" } \times 50 / 100 - \text{"Funds"}$ ).

The alternative method of determining the moment at which, because of the escalation of Your losses on the Leverage-operation, the Closeout, is as follows:

the Closeout occurs when the moment comes when the figure M is  $\leq 0.5$ . In this case, the figure M = the quantity of tokens indicated in the virtual window "Equity" divided by the total quantity of tokens of the same type falling under items a) – c) of the definition of the expression "Reserved tokens".

The Company shall notify You of performance of the Closeout (after its performance) by sending the Closeout warning notification to Your e-mail address. This notification may be named (titled) inter alia as "Margin closeout warning".

When the above circumstance occurs, (i.e., when your loss reaches or exceeds the figure Z or, alternatively, the moment when the figure M becomes  $\leq 0.5$ ) the Closeout shall be carried out sequentially in the following procedure:

measure № 1. The Company refuses to accept all Your orders for carrying out Leverage-operations (cancels them). These orders are indicated in items b) and c) of the definition of the expression "Reserved tokens";

measure № 2. If measure № 1 has not resulted in Your loss becoming lower than the figure Z, then the Company, by accepting Your Irrevocable Closeout offer, closes (terminates) Your Leverage-operations during which You are incurring a loss and in respect of which the market is available;

measure № 3. If measure № 2 has not resulted in Your loss becoming lower than the figure Z, then the Company, by accepting Your Irrevocable Closeout offer, closes (terminates) Your Leverage-operations during which You are gaining a profit and in respect of which the market is available;

measure № 4. If measure № 3 has not resulted in Your loss becoming lower than the figure Z, then the Company, by accepting Your Irrevocable Closeout offer, closes (terminates) Your Leverage-operations during which You are gaining a profit or suffering a loss and in respect of which the market is unavailable (offline) – at the moment the relevant market becomes available. In this case, after closing (termination) of each such Leverage-operation, the necessity for closing (termination) of subsequent Leverage-operations is determined as the relevant market becomes available.

In case of occurring (appearance) of other grounds for carrying out the Closeout, stipulated in these T&C, the Closeout shall be carried out without application of the aforesaid procedure (i.e. shall be carried out immediately without sequential application of the aforesaid measures №№ 1 – 4).

In the event of closing (termination) of the Leverage-operations, that You have previously opened, beyond their Parties' will as a result of a technical failure (error) on the Platform or



third parties' interference with the work of Platform, the Company shall be entitled after eliminating the said technical failure (error) or interference to open without You consent Leverage-operations, that are same as those You have opened before the said technical failure (error) or interference, in respect of which You will be the relevant Party. At the same time, in the situation below, You shall be compensated for the difference between the prices for the tokens (for making investments in change in the prices for which You have opened the relevant Leverage-operations) that have been on the Platform at the moment You have opened the relevant Leverage-operations and the prices for them that have been at the moment of opening the Leverage-operations by the Company after they have been closed (terminated) as a result of the said technical failure (error) or interference and the elimination of this technical failure (error) or interference. The said compensation shall be carried out in the situation where the prices for the relevant tokens have changed in such a way that at the time of opening the corresponding Leverage-operations by the Company in the absence of the said technical failure (error) or interference You would have gained a profit – in the amount of such profit calculated by the Company and in the form of transferring the title of property to the relevant tokens to You in the amount determined by the Company.

Along with tokens, the object of Leverage-operations may be a property right to obtain from the Company the title of property (to demand from the Company transferring the title of property) to tokens (see sub-clause 4.13 of clause 4 of these T&C). In such cases, in these T&C, on the Platform and on the Website the said property right shall be meant (understood) by (under) the word “token” and the fact of this property right involvement in the Leverage-operation shall not be expressly mentioned.

#### *6.3.1. Long-operations*

Long-operations are carried out to make investments in increase of prices for tokens.

Having chosen the tokens, in increase of the price for which You are planning to invest, You need to press the virtual button “Buy” in the section (mode) “Leverage” of the Platform to open the virtual window of the order for making a token exchange transaction that opens a Long-operation. Pressing the said virtual button means that You are going to proceed to a Long-operation (except for the case when You have an unclosed (unterminated) Short-operation with respect to the tokens of this type, in which situation by pressing the said button You will pass to the virtual window allowing to close (terminate) this Short-operation fully or partially or to change its conditions, unless otherwise is provided for in the Platform's interface). In the virtual window of the order for making a token exchange transaction that opens a Long-operation, which represents the form of this order, You select the conditions of the said transaction. Pressing the virtual button “Buy” in the said window after selection of such conditions means that You proceed to the Long-operation, having sent to the Company the relevant order which constitutes the offer. The acceptance of this offer (making the relevant token exchange transaction) means opening the Long-operation. This acceptance can be made only within the period of availability of the relevant market. In case of sending of a limit order such order may be revoked by You by pressing the virtual button “Cancel” before this offer is accepted by the Company.

If in respect of tokens of a certain type within a certain market there exists an unclosed (unterminated) Short-operation, then a Long-operation in respect of them can be opened only upon closing (termination) of the relevant Short-operation, unless otherwise is permitted by the Platform's interface. In these circumstances, in the virtual window allowing to close (terminate) this Short-operation fully or partially or to change its conditions You may indicate the quantity of the tokens subject to acquisition that is bigger than the quantity of the tokens alienated within the relevant Short-operation. In this case the relevant Short-operation will be closed (terminated) and simultaneously a Long-operation will be opened in respect of the quantity of the tokens that will constitute the difference between the quantity of the tokens indicated in the said window and the quantity of the tokens used for closing (termination) of the relevant Short-operation. In this situation the Company shall be entitled to carry out offsetting the relevant counter claims of the same kind. Simultaneous existence of a Long-

operation and a Short-operation within making investments in one and the same market (indicated under the model "X/Y" stipulated below) may be provided for by the Platform's interface (in this case in order to use this opportunity it is necessary to change the relevant settings in the Account).

Under a token exchange transaction that opens a Long-operation, You acquire the title of property to the tokens that You do not fully pay for and provide to the Company the relevant Irrevocable Closeout offer. Partial payment for tokens acquired is made by You in the form of transferring to the Company the title of property to the Margin for Long-operations (making Prepayment) – You shall transfer to the Company the title of property to the Margin for Long-operations (make Prepayment) and after that as a result of automatic performance on the Platform of the token exchange transaction that opens a Long-operation You shall receive the title of property to all the relevant tokens You do not fully pay for. This is carried out by reserving by the Company the appropriate amount (quantity) of Your tokens (Fiat currency tokens or cryptocurrencies, unless otherwise is provided for in the Platform's interface) held by the Company and accounted for You on Your Account, the title of property to which You transfer to the Company. The fact of the said reserving shall be indicated in the virtual window "Reserved".

The initial amount of Margin for Long-operations (Prepayment) is different from the supported amount of Margin for Long-operations (Prepayment). Upon opening a Long-operation, the initial amount of Margin for Long-operations (Prepayment) becomes the supported amount of Margin for Long-operations (Prepayment). The latter may be changed by the Company unilaterally depending on changing of the price for the tokens, acquired under the token exchange transaction that opens a Long-operation.

Since the tokens acquired by You under the token exchange transaction that opens a Long-operation have not been not fully paid for by You, by virtue of the fact of making this transaction from the moment of its making You incur a debt to the Company in the amount of the tokens "underpaid" under the said transaction (i.e. the tokens the title of property to which has not been transferred by You to the Company for full settlement in respect of the said transaction). This means that You have undertaken an obligation to the Company to make full payment for the tokens, acquired under the said transaction, by transferring to the Company the title of property to the said amount (quantity) of the "underpaid" tokens (Fiat currency tokens or cryptocurrencies, unless otherwise is provided for in the Platform's interface) on the basis of the price for the tokens, that have not been not fully paid for, indicated on the Platform at the moment when the said transaction has been made.

In respect of the tokens, acquired under the token exchange transaction that opens a Long-operation, that have not been not fully paid for, You, unless otherwise is expressly permitted by the Company, are not entitled to raise the demand on withdrawal of these tokens to Your address (identifier) of the virtual wallet (from the Platform), or dispose of them otherwise than to alienate to the Company under a similar token exchange transaction, i.e. under a token exchange agreement that fully or partially closes (terminates) this Long-operation. This agreement shall be concluded:

on the initiative of You. In this case the Company shall be obliged (unless otherwise provided in these T&C) to conclude with You the said exchange agreement, that provides for alienation of the said tokens in the quantity that has been acquired under the token exchange transaction that have opened this Long-operation (to accept Your relevant offer). In this situation the title of property to the tokens being alienated shall pass to the Company at the moment of conclusion of the said agreement and offsetting the counter claims of the same kind shall be carried out, as a result of which You will gain a profit or suffer a loss depending on the direction of change in the price for the tokens being alienated. These tokens may be alienated fully or partially under one or more token exchange agreements in accordance with the Platform's interface. The relevant Long-operation shall be deemed to be closed (terminated) upon the alienation of all these tokens;

on the initiative of the Company by means of acceptance of the relevant Irrevocable Closeout offer (with carrying out offsetting the relevant counter claims of the same kind by the Company).

You shall be entitled to carry out payment in full of the tokens, acquired under the token exchange transaction that opens a Long-operation (by means of adding the difference between the Margin for Long-operations (Prepayment) and the total value of these tokens that will satisfy Your aforesaid debt to the Company, unless otherwise is stipulated by the Company) which action will close (terminate) the relevant Long-operation. In this case the settlement procedure (including the Company's remuneration for closing (terminating) the Long-operation by this means, the amount of which shall be determined by the Company at its sole and absolute discretion) shall be governed by a separate agreement of the Parties. For closing (termination) of the Long-operation in this manner You need to apply to the Company with the relevant application by sending it to the email address support@currency.com or another email address notified by the Company for these purposes. After carrying out payment in full of the said tokens You will be entitled to withdraw them to Your address (identifier) of the virtual wallet (from the Platform) and otherwise dispose of them at Your discretion.

During a Long-operation the price for the tokens acquired under the token exchange transaction that opens a Long-operation may decrease against their price which has existed on the Platform at the moment of making the said transaction. This circumstance entails the relevant loss on Your side, which will be indicated in the virtual window "P&L", because of decrease of the quantity of tokens, the title of property to which, in order to satisfy the said debt, You will obtain from the Company in exchange for the tokens acquired under the token exchange transaction that has opened the Long-operation, upon their alienation under the token exchange transaction that will close (terminate) the Long-operation). You shall have to compensate the said debt inter alia from (using) the tokens accounted for You on Your Account, which are the tokens of the same type as the tokens, in which the Margin for Long-operations has been transferred (Prepayment has been made) to the Company, including out of the Reserved tokens (in respect of this Long-operation and other Leverage-operations) and (or) out of the tokens that have not been involved in this Long-operation and other Leverage-operations. The said "satisfaction" ("compensation") shall be carried out by means of charging-off (writing-off) the relevant quantity of the tokens by the Company from Your Account upon closing (termination) of the said Long-operation by means of conclusion of the aforesaid token exchange agreement (inter alia in case of the Closeout). The amount of said "satisfaction" ("compensation") shall constitute the difference between the quantity of the tokens that constitute Your aforesaid debt to the Company and the quantity of the tokens the title of property to which is obtained by You from the Company under the token exchange transaction that closes (terminates) the Long-operation (taking into account the change of the price for the tokens acquired by You under the token exchange transaction that has opened the Long-operation).

When making (carrying out) a Long-operation with 1:50 or 1:100 Leverage, where the acquired tokens are the cryptocurrencies Bitcoin or Ethereum and the prices for these cryptocurrencies are expressed in Fiat currency tokens USD.cxc or EUR.cxc, the Company mandatorily for the purposes of limitation of Your risk shall stipulate in respect of such operation the "guaranteed stop-loss" condition (without specifying this condition the said operation cannot be made (carried out)). In the "guaranteed stop-loss" condition the Company shall specify the upper and lower limits of Your loss, the amounts of which shall be determined by the Company depending on the level of volatility of the market at hand and may be changed by the Company from time to time at its own and absolute discretion. You shall be entitled to unilaterally change the amount of Your loss, in the event of reaching which the "guaranteed stop-loss" condition will be applied (i.e. in the event of reaching which the "guaranteed stop-loss" condition will be executed), within the upper and lower limits stipulated by the Company. You shall not be

entitled to unilaterally cancel the said “guaranteed stop-loss” condition during the Long-operation.

#### 6.3.2. *Short-operations*

Short-operations are carried out to make investments in decrease of prices for tokens.

Short-operations could be made (carried out) inter alia with 1:1 (“1 / 1” or “1x”) Leverage. In such Short-operations the amount of investments made in decrease of prices for tokens equals to the quantity of the Client’s own tokens allocated by him for carrying out these Short-operations i.e., that amount confined to Your own tokens (constitutes exclusively Your own tokens involved in this Short-operation). This Short-operation may be inter alia referred to as “Short (1x)”, “Short (1x Leverage)” or the like in the interface of the Platform and (or) on the Website.

Having chosen the tokens, in decrease of the price for which You are planning to invest, You need to press the virtual button “Sell” in the section (mode) “Leverage” of the Platform to open the virtual window of the order for making a transaction on Borrowing and alienation of tokens that opens a Short-operation (i.e. the order for Borrowing and alienation of tokens). Pressing the said virtual button means that You are going to proceed to a Short-operation (except for the case when You have an unclosed (unterminated) Long-operation with respect to the tokens of this type, in which situation by pressing the said button You will pass to the virtual window allowing to close (terminate) this Long-operation fully or partially or to change its conditions, unless otherwise is provided for in the Platform’s interface). In the virtual window of the order for making a transaction on Borrowing and alienation of tokens that opens a Short-operation, which represents the form of this order, You select the conditions of the said transaction. Pressing the virtual button “Sell” after selection of such conditions means that You proceed to the Short-operation, having sent to the Company the relevant order which constitutes the offer. The acceptance of this offer (making the relevant transaction on Borrowing and alienation of tokens) means opening the Short-operation. This acceptance can be made only within the period of availability of the relevant market. In case of sending of a limit order such order may be revoked by You by pressing the virtual button “Cancel” before this offer is accepted by the Company.

If in respect of tokens of a certain type within a certain market there exists an unclosed (unterminated) Long-operation, then a Short-operation in respect of them can be opened only upon closing (termination) of the relevant Long-operation, unless otherwise is permitted by the Platform’s interface. In these circumstances, in the virtual window allowing to close (terminate) this Long-operation fully or partially or to change its conditions You may indicate the quantity of the tokens subject to alienation that is bigger than the quantity of the tokens acquired within the relevant Long-operation. In this case the relevant Long-operation will be closed (terminated) and simultaneously a Short-operation will be opened in respect of the quantity of the tokens that will constitute the difference between the quantity of the tokens indicated in the said window and the quantity of the tokens used for closing (termination) of the relevant Long-operation. In this situation the Company shall be entitled to carry out the offsetting of the relevant counter claims of the same kind. Simultaneous existence of a Short-operation and a Long-operation within making investments in one and the same market (indicated under the model “X/Y” stipulated below) may be provided for by the Platform’s interface (in this case in order to use this opportunity it is necessary to change the relevant settings in the Account).

Under a transaction on Borrowing and alienation of tokens that opens a Short-operation the Company undertakes the obligation to transfer to You the title of property to tokens (the object of Borrowing) on a repayable basis (by the way of Borrowing) and You undertake the obligation to 1) transfer to the Company the title of property to the tokens of the same type in the same quantity as the tokens that are the object of Borrowing (to satisfy the Borrowing debt to the Company) and 2) dispose of the tokens, the title of property to which has been obtained by the way of Borrowing (the object of Borrowing), not otherwise than by transferring to the Company the title of property to them in exchange for the title of property to the tokens of

another type (in accordance with the price for the tokens that are the object of Borrowing, which is indicated on the Platform at the moment of making the transaction on Borrowing and alienation of tokens that opens the Short-operation). You obtain the title of property to the tokens by the way of Borrowing and dispose of them in the said manner automatically and immediately after making the transaction on Borrowing and alienation of tokens that has opened the Short-operation. By virtue of the fact of making this transaction You provide to the Company the relevant Irrevocable Closeout offer.

In case of acceptance of Your order for Borrowing and alienation of tokens by the Company at the moment of this acceptance:

(a) in respect of the tokens, determined (indicated) as Margin for Short-operations (Collateral for Borrowing), Reserving Collateral for Borrowing is carried out (applied);

(b) the title of property to the tokens acquired by the way of Borrowing (which are the object of Borrowing) passes to You (emerges on Your side) and after that immediately passes to the Company in exchange for the title of property to the tokens of another type (the particular type of tokens shall be chosen by You in the virtual tab "Wallet" of the virtual window of the order for Borrowing and alienation of tokens ) which passes to You (emerges on Your side);

(c) there emerges the Company's obligation (unless otherwise provided in these T&C) within the period of availability of the relevant market to accept Your offer providing for Your acquisition of the tokens of the same type as the tokens acquired by You earlier on by the way of Borrowing (the tokens of the same type as the tokens which are the object of Borrowing) and subsequently alienated to the Company and in the quantity equal to Your Borrowing debt to the Company, in exchange for the aforementioned "tokens of another type" in the quantity determined in accordance with the price for the tokens that are the object of Borrowing, which is indicated on the Platform at the moment of acceptance of the said offer. This offer shall be sent in the form of an order for acquisition of the tokens that are the object of Borrowing by means of pressing the virtual button "Buy" in the relevant virtual window in the section (mode) "Leverage" of the Platform. Pressing this virtual button entails closing (termination) of the Short-operation on the initiative of You (by making the relevant token exchange transaction) fully or partially (depending on the quantity of the acquired tokens of the same type as the tokens which are the object of Borrowing) with satisfying Your Borrowing debt to the Company (fully or partially) by means of offsetting the counter claims of the same kind, as a result of which You will gain a profit or suffer a loss depending on the direction of change in the price for the tokens which are the object of Borrowing. These tokens may be acquired fully or partially under one or more token exchange transactions in accordance with the Platform's interface. Upon Your acquisition from the Company all the said tokens and satisfying Your Borrowing debt to the Company to the full extent the relevant Short-operation shall be deemed to be closed (terminated);

(d) You provide to the Company the relevant Irrevocable Closeout offer, the acceptance of which entails closing (termination) of the Short-operation (by making the relevant token exchange transaction) on the initiative of the Company (with carrying out offsetting the relevant counter claims of the same kind by the Company).

Making a transaction on Borrowing and alienation of tokens shall be possible only in case You have the sufficient quantity of tokens accounted for You on Your Account and indicated in the virtual window "Available". The maximum amount of Borrowing shall be determined by the quantity of these tokens and the maximum amount of Leverage set forth in the virtual window of the order for Borrowing and alienation of tokens. By choosing the amount of Leverage acceptable for You (within its maximum amount) in the window of the said order, You specify the quantity of the said tokens determined (indicated) as Margin for Short-operations (Collateral for Borrowing) for opening the Short-operation.

The initial amount of Margin for Short-operations (Collateral for Borrowing) is different from the supported amount of Margin for Short-operations (Collateral for Borrowing). Upon opening a Short-operation, the initial amount of Margin for Short-operations (Collateral for Borrowing) becomes the supported amount of Margin for Short-operations (Collateral for Borrowing). The

latter may be changed by the Company unilaterally depending on changing of the price for the tokens, acquired by You by the way of Borrowing.

The Borrowing debt to the Company in the amount of the quantity of tokens which are the object of Borrowing is created on Your side by virtue of the fact of making the transaction on Borrowing and alienation of tokens at the moment of its making.

During a Short-operation the price for the tokens which are the object of Borrowing may increase against their price which has existed (has been indicated) on the Platform at the moment of making the transaction on Borrowing and alienation of tokens that has opened the Short-operation. This circumstance entails increasing the "value" of Your Borrowing debt to the Company (i.e. occurrence of the relevant loss on Your side, which will be indicated in the virtual window "P&L", because of increase of the quantity of tokens, which are necessary to acquire the tokens of the same type as the tokens, which are the object of Borrowing, to satisfy Your Borrowing debt to the full extent). You shall have to "satisfy" ("compensate") the amount of such increase of "value" of Your Borrowing debt out of the tokens accounted for You on Your Account, which are the tokens of the same type as the tokens, determined (indicated) as Margin for Short-operations (Collateral for Borrowing), including out of the Reserved tokens (in respect of this Short-operation and other Leverage-operations) and (or) out of the tokens that have not been involved in this Short-operation and other Leverage-operations. The said "satisfaction" ("compensation") shall be performed by means of transferring by You to the Company under the token exchange transaction that closes (terminates) the Short-operation the title of property to the tokens of the same type as the tokens, determined (indicated) as Margin for Short-operations (Collateral for Borrowing), in the quantity, that is sufficient for acquisition by You from the Company of the tokens of the same type as the tokens, which are the object of Borrowing, to satisfy Your Borrowing debt to the full extent (according to the price that is indicated on the Platform at the moment of acquisition of the latter), and shall be carried out through charging-off (writing-off) the relevant quantity of the tokens by the Company from Your Account upon closing (termination) of the said Short-operation by means of making the relevant token exchange transaction (inter alia in case of the Closeout).

When making (carrying out) a Short-operation with 1:50 or 1:100 Leverage, where the cryptocurrencies Bitcoin or Ethereum constitute the object of Borrowing and the prices for these cryptocurrencies are expressed in Fiat currency tokens USD.cx or EUR.cx, the Company mandatorily for the purposes of limitation of Your risk shall stipulate in respect of such operation the "guaranteed stop-loss" condition (without specifying this condition the said operation cannot be made (carried out)). In the "guaranteed stop-loss" condition the Company shall specify the upper and lower limits of Your loss, the amounts of which shall be determined by the Company depending on the level of volatility of the market at hand and may be changed by the Company from time to time at its own and absolute discretion. You shall be entitled to unilaterally change the amount of Your loss, in the event of reaching which the "guaranteed stop-loss" condition will be applied (i.e. in the event of reaching which the "guaranteed stop-loss" condition will be executed), within the upper and lower limits stipulated by the Company. You shall not be entitled to unilaterally cancel the said "guaranteed stop-loss" condition during the Short-operation.

6.4 The Platform allows to make transactions with tokens using the following types of orders (as defined under the subject-matter of transaction (operation) criterion) (this list of orders shall not be applied to the Financial Application):

- 1) an order for the purchase of Fiat currency tokens;
- 2) an order for the sale of Fiat currency tokens;
- 3) an order for tokens deposit;
- 4) an order for tokens withdrawal;
- 5) an order for the acquisition of Tokenised assets under an exchange agreement;
- 6) an order for the alienation of Tokenised assets under an exchange agreement;

- 7) an order for the acquisition of Tokenised assets under an exchange agreement under the Long-operation terms;
- 8) an order for the alienation of Tokenised assets under an exchange agreement under the Long-operation terms;
- 9) an order for the acquisition of cryptocurrency under an exchange agreement;
- 10) an order for the alienation of cryptocurrency under an exchange agreement;
- 11) an order for the acquisition of cryptocurrency under an exchange agreement under Long-operation terms;
- 12) an order for the alienation of cryptocurrency under an exchange agreement under Long-operation terms;
- 13) an order for the acquisition of Other tokens representing currencies under an exchange agreement;
- 14) an order for the alienation of Other tokens representing currencies under an exchange agreement;
- 15) an order for the acquisition of Other tokens representing currencies under an exchange agreement under Long-operation terms;
- 16) an order for the alienation of Other tokens representing currencies under an exchange agreement under the Long-operation terms;
- 17) an order for Borrowing and alienation of tokens;
- 18) an order for the acquisition of the tokens which constitute the object of Borrowing;
- 19) other types of orders, which are allowed under the functionality of the Platform (including orders in respect of Fiat currency tokens that are similar to the orders indicated in items 15 – 18 of this list, to which the provisions of sub-clauses (o) – (r) set forth below shall be applied respectively).

In the Platform's interface tokens which are or may be the object of a transaction (operation) with tokens, made (carried out) with the use of the Platform, may be indicated (described) according to the model "X/Y", where the letter "X" stands for the tokens the price (value) for (of) which is expressed in the tokens designated by the letter "Y" (for example, "Bitcoin/USD" means that in the case at hand the price (value) for (of) the cryptocurrency Bitcoin is expressed in Fiat currency tokens USD.cxc). The said model stands for the relevant market ("Bitcoin/USD", "Ethereum/USD", etc.). At the same time upon making (carrying out) transactions (operations):

in the section (mode) "Exchange" of the Platform the model "X/Y" means that the tokens X are offered to acquisition or alienation in exchange for the tokens Y;

in the section (mode) "Leverage" of the Platform the model "X/Y" means that the tokens X, the price (value) for (of) which is expressed in the tokens Y, are offered to acquisition or alienation within a Leverage-operation in exchange for tokens P, the type of which is chosen in virtual tab "Wallet" in the virtual window of the order for carrying out the relevant Leverage-operation. Any conversion of the tokens P into the tokens Y shall be performed by the Company under the rate established by the Company's in its sole discretion.

The market (tokens market) may be referred to on the Platform by means of indicating the underlying assets of Tokenised assets, for example, «Brent Oil» (stands for the Tokenised assets «XBR.cxc»), «Crude Oil» (stands for the Tokenised assets «XTI.cxc»), etc.

The Financial Application allows to make transactions with tokens using the following types of orders (as defined under the subject-matter of transaction (operation) criterion):

- 1) an order for money (electronic money) deposit;
  - 2) an order for money (electronic money) withdrawal;
  - 3) an order for the acquisition of tokens;
  - 4) an order for the alienation of tokens;
  - 5) an order for tokens deposit;
  - 6) an order for tokens withdrawal;
- (a) The order for the purchase of Fiat currency tokens shall be sent (placed on the Platform) by You to perform deposit of money (electronic money). On the basis of this order You purchase from the Company the Fiat currency tokens for fiat currencies, these tokens represent. This order shall be sent (placed on the Platform) by You via clicking "Deposit" (the

“Menu” tab on the Platform) while choosing as an Account deposit method depositing of money (electronic money). The number of purchased units of Fiat currency tokens corresponds to the number of units of currency paid for them, represented by these tokens. The type of purchased tokens and the number of units of corresponding currencies paid for them (which corresponds to the number of tokens purchased) are selected by You in the window of the specified order on the Platform. Immediately after the acceptance of this order by the Company, an electronic message shall be sent (placed on the Platform) to You confirming the fact of acceptance in the form “Tokens bought” and the corresponding number of tokens purchased by You is displayed in Your Account. The Company accepts the considered order after the actual receipt of the units of the relevant currency in the current (settlement) bank account (electronic wallet) of the Company.

(b) The order for the sale of Fiat currency tokens shall be sent (placed on the Platform) by You to receive money (electronic money) to your External account as a result of the sale of Fiat currency tokens. On its basis, You make a sale of Fiat currency tokens to the Company and receive the currencies represented by these tokens. This order shall be sent (placed on the Platform) by You by pressing the “Withdraw” (the “Menu” tab on the Platform) with the choice of withdrawing money (electronic money) as a method of withdrawing funds from your Account (account). The amount of money (electronic money) received as a result of the sale of Fiat currency tokens corresponds to the number of Fiat currency tokens being sold. The type of tokens sold and the amount of money (electronic money) paid for them (which corresponds to the number of tokens sold) are selected by you in the specified application window on the Platform. Immediately after the acceptance of this order by the Company, an electronic message is sent to You confirming the fact of acceptance in the form “Tokens sold” and the corresponding number of tokens sold by You is displayed in Your Account. The terms for Your receipt of money (electronic money) to Your External accounts are established by these T&C.

(c) The order for tokens deposit shall be sent (placed on the Platform) by You to make the deposit of tokens (including using the Financial Application). On the basis of it, You transfer tokens from Your address (identifier) of the virtual wallet to the address (identifier) of the virtual wallet of the Company. This order shall be sent (placed on the Platform) by You by clicking the virtual button “Deposit” (the “Menu” tab on the Platform) with the choice of tokens as a method of depositing the Account. You select the type and number of tokens deposited in the specified application window on the Platform. Immediately after the receipt of the deposited tokens to the address (identifier) of the virtual wallet of the Company, the corresponding number of tokens You deposited is displayed in your Account (account).

(d) The order for tokens withdrawal shall be sent (placed on the Platform) by You to make the withdrawal of tokens (including using the Financial Application). On the basis of it, the Company transfers tokens from Company’s address (identifier) of the virtual wallet to Your address (identifier) of the virtual wallet. This order shall be sent (placed on the Platform) by You by clicking the virtual button “Withdraw” (the “Menu” tab on the Platform) with the choice of tokens as a method of withdrawing the Account. You select the type and number of tokens withdrawn in the specified application window on the Platform. The terms for Your receipt of tokens to Your address (identifier) of the virtual wallet are established by these T&C.

(e) (1) The order for the acquisition of Tokenised assets under an exchange agreement shall be sent (placed on the Platform) by You for the acquisition of Tokenised assets in exchange for Your Fiat currency tokens or Other tokens representing currencies in the tokens trading. The order for the acquisition of Tokenised assets under an exchange agreement constitutes:

- an offer indicating the name and the number of the Fiat currency tokens or Other tokens representing currencies alienated under the exchange agreement and indicating the name and number of the Tokenised assets the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Fiat currency tokens or Other tokens representing currencies (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (e) (1).



(2) The order for the acquisition of Tokenised assets under an exchange agreement shall be sent (placed on the Platform) by You by clicking the virtual “Buy” button in the section (mode) “Exchange” on the Platform in respect of a specific type of Tokenised assets. In the appeared “purchase window” on the Platform you select the number of Tokenised assets acquired and other transaction conditions (if any). After that you send the said order by clicking the virtual button “Buy” in the said window.

(f) (1) The order for the alienation of Tokenised assets under an exchange agreement shall be sent (placed on the Platform) by You for the alienation of Tokenised assets (acquisition of Fiat currency tokens or Other tokens representing currencies in exchange for Your Tokenised assets) in the tokens trading. The order for the acquisition of Tokenised assets under an exchange agreement constitutes:

- an offer indicating the name and the number of the Tokenised assets alienated under the exchange agreement and indicating the name and number of the Fiat currency tokens or Other tokens representing currencies the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Tokenised assets (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (f) (1).

(2) The order for the alienation of Tokenised assets under an exchange agreement shall be sent (placed on the Platform) by You by clicking the virtual “Sell” button in the section (mode) “Exchange” on the Platform in respect of a specific type of Tokenised assets. In the appeared “sale window” on the Platform you select the number of Tokenised assets alienated and other transaction conditions (if any). After that you send the said order by clicking the virtual button “Sell” in the said window.

(g) The order for the acquisition of Tokenised assets under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the acquisition of the title of property to Tokenised assets from the Company in exchange for Your Fiat currency tokens or cryptocurrency during a Long-operation. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading).

(h) The order for the alienation of Tokenised assets under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the alienation of Tokenised assets the title of property to which You have acquired during a Long-operation (acquisition of the title of property to Fiat currency tokens or cryptocurrency in exchange for the said Tokenised assets). Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading). When executing this order the offset of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.1 of this clause.

(i) The order for the acquisition of cryptocurrency under an exchange agreement shall be sent (placed on the Platform) by You for the acquisition of the title of property to cryptocurrency in exchange for Your Fiat currency tokens or cryptocurrency of another type in the tokens trading. The order for the acquisition of cryptocurrency under an exchange agreement constitutes:

- an offer indicating the name and the number of the Fiat currency tokens or cryptocurrency alienated under the exchange agreement and indicating the name and amount of the cryptocurrency the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Fiat currency tokens or cryptocurrency (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (i).

The order for the acquisition of cryptocurrency under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (e) (2) above.

(j) The order for the alienation of cryptocurrency under an exchange agreement shall be sent (placed on the Platform) by You for the alienation of cryptocurrency (the acquisition of the title of property to Fiat currency tokens or cryptocurrency of another type in exchange for

Your cryptocurrency) in the tokens trading. The order for the alienation of cryptocurrency under an exchange agreement constitutes:

- an offer indicating the name and amount of the cryptocurrency alienated under the exchange agreement and indicating the name and number of the Fiat currency tokens or cryptocurrency of another type the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same cryptocurrency (including in the same amount), which is indicated in Your offer in accordance with item two of this subparagraph (j).

The order for the alienation of cryptocurrency under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (f) (2) above.

(k) The order for the acquisition of cryptocurrency under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the acquisition of the title of property to cryptocurrency from the Company in exchange for Your Fiat currency tokens or cryptocurrency of another type during a Long-operation. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading).

(l) The order for the alienation of cryptocurrency under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the alienation of cryptocurrency the title of property to which You have acquired during a Long-operation (acquisition of the title of property to Fiat currency tokens or cryptocurrency of another type in exchange for the said cryptocurrency). Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading). When executing this order the offset of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.1 of this clause.

(m) The order for the acquisition of Other tokens representing currencies under an exchange agreement shall be sent (placed on the Platform) by You for the acquisition of the title of property to Other tokens representing currencies in exchange for Your Fiat currency tokens or Other tokens representing currencies in the tokens trading. The order for the acquisition of Other tokens representing currencies under an exchange agreement constitutes:

- an offer indicating the name and the number of the Fiat currency tokens or Other tokens representing currencies alienated under the exchange agreement and indicating the name and number of the Other tokens representing currencies the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Fiat currency tokens or Other tokens representing currencies (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (o).

The order for the acquisition of Other tokens representing currencies under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (e) (2) above.

(n) The order for the alienation of Other tokens representing currencies under an exchange agreement shall be sent (placed on the Platform) by You for the alienation of Other tokens representing currencies (the acquisition of the title of property to Fiat currency tokens or Other tokens representing currencies in exchange for Your Other tokens representing currencies) in the tokens trading. The order for the alienation of Other tokens representing currencies under an exchange agreement constitutes:

- an offer indicating the name and number of the Other tokens representing currencies alienated under the exchange agreement and indicating the name and number of the Fiat currency tokens or Other tokens representing currencies the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Other tokens

representing currencies (including in the same amount), which are indicated in Your offer in accordance with item two of this subparagraph (p).

The order for the alienation of Other tokens representing currencies under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (f) (2) above.

(o) The order for the acquisition of Other tokens representing currencies under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the acquisition of the title of property to Other tokens representing currencies from the Company in exchange for Your Fiat currency tokens or cryptocurrency during a Long-operation. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading).

(p) The order for the alienation of Other tokens representing currencies under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the alienation of Other tokens representing currencies the title of property to which You have acquired during a Long-operation (acquisition of the title of property to Fiat currency tokens or cryptocurrency in exchange for the said Other tokens representing currencies). Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading). When executing this order the offset of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.1 of this clause.

(q) The order for Borrowing and alienation of tokens shall be sent (placed on the Platform) by You for the acquisition of the title of property to the tokens which constitute the object of Borrowing “on trust” and alienation of these same tokens to the Company under an exchange agreement (in exchange for the tokens of another type) within a Short-operation. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading).

(r) The order for the acquisition of the tokens which constitute the object of Borrowing shall be sent (placed on the Platform) by You for the acquisition of the title of property to the tokens of the same type as the tokens which constitute the object of Borrowing within the relevant Short-operation and in the quantity equal to Your Borrowing debt, in exchange for the tokens of another type the title of property to which has been acquired from the Company previously in exchange for the aforesaid tokens. If within the relevant Short-operation You do not have “tokens of another type” enough, the tokens in respect of which the Company has carried out Reserving collateral for Borrowing shall be added to the quantity of these “tokens of another type” fully or partially. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading). When executing this order the offset of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.2 of this clause.

According to the nature of automatic execution criterion market, limit and stop orders are distinguished as follows:

if You send (place on the Platform) a *market order*, We'll accept (execute) it at the best price available through (that exist on) the Platform during the acceptance (execution) of the order. Because of the volatility of prices, the actual market price at which Your order is accepted (executed) may differ from the price indicated on the Platform at the time of Your order sending (placement on the Platform). You understand that We are not responsible for any such price fluctuations. You also acknowledge and agree that price information available on the Platform may differ from prices indicated in other sources;

a *limit order of the section (mode) “Exchange” of the Platform* is an order stipulating the specific price at which You would like to have this order accepted (executed). If You send (place on the Platform) a *limit order of the section (mode) “Exchange” of the Platform*, We'll accept (execute) it at that specific price which has been stipulated by You in this order. But if the price stipulated in this order is worse for You than the market price indicated (existing) on the Platform at the moment of sending (placing on the Platform) of this order, then this order will be accepted (executed) at the market price;

a *limit order of the section (mode) “Leverage” of the Platform* is an order stipulating the specific price which taking into account the character of the transaction (operation) on the Platform is better for You than the market price indicated (existing) on the Platform at the

moment of sending (placing on the Platform) of this order. If You send (place on the Platform) a *limit order of the section (mode) "Leverage" of the Platform*, We'll accept (execute) it at that specific price which has been stipulated by You in this order or at the price which taking into account the character of the transaction (operation) on the Platform will be better for You than the price stipulated by You in this order (provided that such better price will be indicated (will exist) on the Platform at the moment of acceptance (execution) of this order);

a *stop order of the section (mode) "Leverage" of the Platform* is an order stipulating the specific price which taking into account the character of the transaction (operation) on the Platform is worse for You than the market price indicated (existing) on the Platform at the moment of sending (placing on the Platform) of this order. If You send (place on the Platform) a *stop order of the section (mode) "Leverage" of the Platform*, We'll accept (execute) it at that specific price which has been stipulated by You in this order or at the price which vary from the said specific price (because of volatility), provided that the said specific price has been actually reached (indicated) on the Platform.

Such types of orders as market, limit and stop orders shall not be applied to the functionality of the Financial Application.

6.5 You will be notified via the Platform once Your order is sent (placed on the Platform) as well as accepted (executed).

6.6 We are obliged to accept (execute) the order sent (placed on the Platform) by You, unless:

- (a) there are no sufficient funds on Your Currency.com Account;
- (b) We are not entitled to accept (execute) the order under the Applicable legislation, inter alia in the sphere of preventing money laundering, terrorist financing and financing of proliferation of weapons of mass destruction and Internal control rules of the Company. You acknowledge that, unless otherwise provided by the Applicable legislation, We are not obliged to provide You with reasons for not accepting (not executing) Your order;
- (c) there is lack (absence) of liquidity or liquidity shortage on the Platform in respect of the relevant tokens market. A particular case of this circumstance is the non-displaying (absence) of updated token quotes (prices for tokens) on the Platform during a time period (the duration of which is determined by the Company at its sole discretion), i.e., a situation in which token quotes (prices for tokens) are not updated during such a period;
- (d) the relevant market on the Platform is not available (is closed). The Company shall be entitled to make one or another market on the Platform unavailable (to closed it) at any time at the Company's sole and absolute discretion;
- (e) other cases stipulated in Annex No. 7 the General Conditions for Digital Tokens (Tokens) Alienation and (or) implied by these T&C.

6.7 In case of carrying out transactions with tokens of persons other than CURRENCY COM GLOBAL LLC, the Company shall be entitled to establish special conditions of submission and execution of orders in respect of such tokens (including in connection with implementation of these persons' pre-emption right to acquire the said tokens, provided that this right exists) as well as special conditions in respect of the contents of these orders (inter alia in the Application).

6.8 Upon obtaining by Us an order on purchasing/selling/exchanging tokens You are not entitled to revoke (cancel) or change this order, unless otherwise provided for in these T&C the Platform's interface.

6.9 In the cases as allowed in the Platform's interface, You are entitled to establish additional conditions of the orders, which You are entitled to change or cancel unilaterally (inter alia, after making the relevant transaction and until the moment of its performance by the Parties), namely:

- indicate a certain price for which You want to acquire or alienate tokens. In this case, the order shall be named as a limit order and shall be accepted/executed by the Company when the price for the relevant tokens on the Platform reaches the indicated price. Until the moment

the said price is reached You shall be entitled to cancel this price by revoking (cancelling) the whole relevant order unilaterally;

- indicate by the method proposed to You the amount of Your loss as a result of changes in prices for tokens, upon the reach or exceedance of which depending on the type the Leverage-operation the tokens will be automatically alienated by You to the Company or will be automatically acquired by You from the Company under the token exchange agreement closing (terminating) the Leverage-operation with offsetting the counter claims of the same kind (the "stop-loss" condition). Application of the "stop-loss" condition (the fact of execution of the "stop-loss" condition) shall close (terminate) the Leverage-operation. Until the said amount of loss appears You may unilaterally change or cancel this condition. Using the "stop-loss" condition You agree to bear the risk of changes (fluctuations) of prices for tokens, in cases of which the "stop-loss" condition does not ensure limitation of Your loss strictly according to the amount You have indicated in the "stop-loss" condition (i.e. the amount of Your actual loss may exceed the amount stipulated in the "stop-loss" condition), so You should not fully rely on the "stop-loss" condition. This shall not be applied to the "guaranteed stop-loss" condition which in any case ensures limitation of Your loss strictly according to the amount of loss You have indicated in the "guaranteed stop-loss" condition;

- establish the "guaranteed stop-loss" condition. This condition shall be used at a charge (see subclause 9.3 of clause 9 of these T&C) and in any case (with any changes (fluctuations) of prices for tokens) ensures limitation of Your loss in respect of the relevant transaction (operation) with tokens strictly according to the amount of loss You have indicated in the said "guaranteed stop-loss" condition. Application of the "guaranteed stop-loss" condition (the fact of execution of the "guaranteed stop-loss" condition) shall close (terminate) the Leverage-operation. Unless otherwise is provided for by these T&C, You may unilaterally change or cancel the said condition before this condition "springs to action"(is actually used). Certain transactions (operations) cannot be made (carried out) on the Platform without establishing (using) the "guaranteed stop-loss" condition;

- indicate by the method proposed to You the amount of Your profit as a result of changes in prices for tokens, upon the reach or exceedance of which depending on the type the Leverage-operation the tokens will be automatically alienated by You to the Company or will be automatically acquired by You from the Company under the token exchange agreement closing (terminating) the Leverage-operation with offsetting the counter claims of the same kind (the "take-profit" condition). Application of the "take-profit" condition (the fact of execution of the "take-profit" condition) shall close (terminate) the Leverage-operation. Until the said amount of profit appears You may unilaterally change or cancel this condition;

- other additional conditions, accessible on the Platform (provided that they exist and expressly indicate Your possibility to change or cancel them unilaterally).

Unilateral changing the conditions of the opened Leverage-operation until it is closed (terminated) shall be carried out by the Client in the virtual window of the Platform's interface, allowing to close (terminate) this Leverage-operation fully or partially or to change its conditions, by means of amending the relevant conditions in the virtual tab "Edit" and pressing the virtual button "Update trade".

The functionality specified in this clause shall not be applied to the Financial Application.

6.10 On the Platform there may be established certain limits on the amount of funds You, using which You can make (carry out) a transaction (operation) with tokens or which You can deposit/withdraw in a given period, or limits on a minimum or maximum price for the tokens being acquired or alienated (hereinafter referred to as "Transactions Limits"), including those set forth according to sub-clause 5.1 of clause 5 and sub-clause 7.1 of clause 7 of these T&C. Transactions Limits may be expressed inter alia in establishing a minimum sum of money of minimum quantity of tokens, using which You can make (carry out) a transaction (operation) with tokens, or a minimum amount (volume) of a transaction (operation) with tokens, including by means of setting forth a minimum amount of the Company's remuneration which must be paid to it in connection with making (carrying out) a transaction (operation) with tokens. Transactions Limits may vary depending on the means of deposit/withdrawal invoked by You, identification and verification steps You have actually completed, as well as other factors. The

Company shall be entitled to unilaterally establish (set forth), change, and cancel Transactions Limits at its sole and absolute discretion (including to comply with the requirements of the Applicable legislation) without sending a prior notice to You. Transactions Limits (the Company's decisions on changing or cancelling Transactions Limits) shall enter into force and start being applied to the relations of the Parties from the moment of placing the information about them on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the Parties are (is) specified in this information.

6.11 We may also impose any other conditions or restrictions upon Your use of the Services without prior notice to You (limit the number of open orders, restrict trades carried out by Clients which are the residents of certain states or reside in certain jurisdictions, etc.).

6.12 You agree that We can use the money (electronic money), tokens You deposited to Your Currency.com Account to carry out transactions on Our own behalf in Our interests and in the absence of Your order for this, in case such transactions are aimed at provision of liquidity for the purposes of performance of the obligations before the Application users (clients), as well in other cases, stipulated in the agreement between You and Company . The fact of use by the Company of the money (electronic money) and (or) tokens You have deposited to Your Currency.com Account shall not affect the acceptance (execution) of Your orders on the Platform and shall not affect Your ability to withdraw Your money (electronic money) and (or) tokens.

6.13 The title of property to the tokens that are the object of a transaction (operation) with them, transfers to (emerges on the side of) their acquirer from the moment such a transaction (operation) is made (carried out).

6.14 You agree that Your orders, depending on their amount (volume), may be executed in parts, and the price at which they will be executed in parts may differ from the price for tokens that you see on the Platform when submitting the orders.

6.15 You agree that for technical reasons not all types of orders provided for in this clause may be available to You (including if they have not been introduced into the Platform yet).

6.16 When the Client sends (places on the Platform) an order in the section (mode) "Exchange" of the Platform in the quantity of Reserved tokens there shall be included tokens intended for coverage (compensation) of possible "slippage" of the price for the tokens, which are acquired under this order, in the amount of the "slippage" limit for the price for these tokens (hereinafter referred to as the "slippage" limit), determined by the Company at its sole and absolute discretion and set on the Platform depending in the specific tokens market (for example, 0,2 % of the price for the acquired tokens). If the "slippage" of the price for the tokens:

does not take place, then the above mentioned quantity of tokens reserved for coverage (compensation) of possible "slippage" of the price for the tokens shall be returned to the Client's Account;

takes place, but does not exceed the "slippage" limit set on the Platform, then the above mentioned quantity of tokens reserved for coverage (compensation) of possible "slippage" of the price for the tokens shall not be returned to the Client's Account or shall be returned partially, taking into account the actual amount of "slippage";

takes place, but exceeds the "slippage" limit set on the Platform, then the relevant order shall not be accepted (executed) by the Company.

## **7. WITHDRAWAL OF FUNDS**

7.1 You can withdraw Your funds (in the form of money, electronic money, tokens) from your Currency.com Account to the External Accounts at any time by submitting the relevant order to Us (in case the corresponding withdrawal method is supported by Us on the Platform).

The withdrawal of money, electronic money is carried out by way of selling of Your tokens that are accounted for You and the following transfer to Your current (settlement) bank account, electronic wallet.

The withdrawal of money or electronic money when using the Financial Application shall be carried out by transferring Your money or electronic money within the sum accounted for You on Your Account from the current (settlement) bank account or the e-wallet respectively of the Company to Your External Account.

For the withdrawal of money, electronic money, You fill in and submit an order for the sale of Fiat currency tokens accounted for You on Your Account.

For the withdrawal of money or electronic money when using the Financial Application You shall fill in and submit an order for money (electronic money) withdrawal.

The withdrawn money is considered withdrawn by You (transferred to You) from the moment they are charged-off (written-off) from the bank account of the Company.

Tokens are withdrawn by transferring tokens from the address (identifier) of the virtual wallet of the Company to Your address (identifier) of the virtual wallet. In this case, unless otherwise provided in this sub-clause, tokens shall be deemed to be transferred if the operation (transaction) on their transferring in the relevant blockchain has become publicly observable and has obtained at least one confirmation in the relevant blockchain network.

The cryptocurrency Ripple shall be deemed to be transferred if the operation (transaction) on its transferring in the relevant blockchain has become publicly observable.

The Company shall be entitled to unilaterally establish (set forth), change, and cancel the minimum limits on withdrawing funds in relation to certain methods of withdrawal with communicating (bringing) them to You through the Platform and (or) the Website (such limits may be necessary inter alia under the requirements of payment service providers). These limits (including amended ones) shall enter into force and start being applied to the relations of the Parties from the moment of placing the information about them on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the Parties are (is) specified in this information. Funds in the amount that is less than the minimum limit cannot be withdrawn by You with the use of the method of withdrawal in respect of which the relevant limit has been established (inter alia, the relevant order for the sale of Fiat currency tokens shall not be not subject to acceptance by the Company).

7.2 We shall withdraw Your funds to Your External account within three Business Days after receiving the respective demand (order) from You. However, We shall be entitled to reject (refuse), restrict or suspend withdrawal of funds from Your Currency.com Account in case We are entitled or obliged to do this in accordance with applicable legislation, inter alia in the sphere of prevention of money laundering, terrorist financing and financing of proliferation of weapons of mass destruction, and in accordance with the Applicable legislation and Internal control rules of the Company (including in the cases provided for in sub-clause 5.7 of clause 5 of these T&C), in particular, if We have reasonable suspicions that You are engaged in money laundering, terrorist financing and financing of proliferation of weapons of mass destruction, fraud, or any other illegal activity. We shall be entitled not to permit (not to carry out) withdrawal of funds from Your Currency.com Account until You successfully pass the enhanced client due diligence procedures, which We are entitled or obliged to perform.

7.3 We shall be entitled at our sole and absolute discretion not to provide the opportunity to withdraw money and (or) electronic money.

## **8. INACTIVE ACCOUNTS**

8.1 A Currency.com Account that has not been used (i.e. You have not made (carry out) transactions (operations) on the Platform) for more than six months may be qualified by the Company as inactive.

8.2 Inactive Accounts may be deactivated (closed) by the Company. You will receive an email notification fifteen days prior to the Currency.com Account deactivation (closing).

8.3 If You receive this notification about the deactivation (closing) and there are funds accounted for You on it, You shall be obliged to withdraw the remaining funds no later than within fifteen days after the said notification has been sent to You.

8.4 In case You do not carry out withdrawal of funds within the said time period, the Company shall be entitled to perform the actions provided for in sub-clause 2.3.6 of clause 2 of these T&C.

8.5 The Company has the right not to apply the provisions of this clause also if the Client has not finalized the passing the identification procedure.

## **9. REMUNERATION OF THE COMPANY**

9.1 The Client is obliged to pay the Company the remuneration for the Services in accordance with these T&C. The Company's remuneration may be charged in the form of fee (charge) (hereinafter, unless otherwise is provided for, referred to as "Fees and charges") and (or) the Spread<sup>4</sup>. The amounts of the Fees and charges, as well as the Spread shall be communicated (brought) to the Client via the Platform and (or) the Website and may be changed by the Company at any time unilaterally (at its sole and absolute discretion). The amounts of the Fees and charges, the Spread (including amended ones) in the relevant sizes shall enter into force and start being applied to the relations of the Parties from the moment of their placement on the Platform and (or) on the Website. Certain types of Fees and charges shall be introduced and cancelled in the same order. The amounts of the Fees and charges may also be specified in these T&C.

Depending on the amount (volume), transaction price or a set of transactions and (or) other circumstances, the amount of the same type of the Fees and charges, the Spread, the acquisition price (rate) and the alienation price (rate) of tokens by the Company may differ.

The Company may set individual amounts of the Fees and charges, individual amounts of the Spread, individual acquisition price (rate) and alienation price (rate) of tokens by the Company (applicable to a specific transaction or a set of transactions or to a specific client). These individual amounts may be provided for, inter alia, under separate contracts between the Parties, which may be concluded in accordance with Annex No. 5 to these T&C or otherwise. When setting different (as well as individual) amounts of the same type of the Fees and charges, the Company may charge such Fees and charges in parts (in stages), e.g. by automatically writing-off (withholding) a part of the fee or charge from the Client's Currency.com Account when the transaction is made on the Platform and manually writing-off (withholding) the remaining part at other times (inter alia during the withdrawal). The Currency.com Account balance can be adjusted in the same way if an individual Spread is set or an individual acquisition price (rate) and alienation price (rate) for tokens is set by the Company.

Remuneration of the Company when using the Financial Application shall be already included in the price of the tokens acquired and alienated (this remuneration has the form of the Spread). The Company shall not charge Fees and charges in respect of the transactions made by the Client with the use of the Financial Application (except for cases of compensation of the Company's costs on the deposit and withdrawal of funds by the Client).

Upon depositing and withdrawing funds by the Client the Company is entitled to deduct from the Client the sums of compensation of the Company's costs for the services of banks and other payment service providers, as well as other costs of carrying out payments.

9.2 The Company shall collect the Fees and charges by means of withholding (writing-off) them from (out of) the Client's funds held by the Company and accounted for the Client on his

---

<sup>4</sup> If the remuneration of the Company in relation to the section (mode) "Leverage" of the Platform is charged in the form of the Spread, then its remuneration shall be that part of the Spread, which is the positive difference between the amount of the Spread received by the Company and the part of the Spread transferred (paid) to the organization that hedges the Company's risks to which it is exposed when making (carrying out) the relevant transactions (operations) and (or) their execution.



Currency.com Account at the time of acceptance (execution) of the Client's relevant order, unless otherwise is set forth by the Company.

For the purposes setting forth the amounts of the Fees and charges basis points (BPS) may be used. 1 BPS is equal to 0.01% or 0.0001 in the decimal form.

In case a transaction on the Platform is carried out with participation of two Company's clients the relevant Fees and charges are collected from each of them (from the amount of each client's consideration under the transaction).

9.3 In return for the Services the Company shall collect the following Fees and charges (in tokens and (or) in money or electronic money – at the Company's sole and absolute discretion) (these Fees and charges shall not be applied to the Financial Application):

(a) the exchange fee (the trading without Leverage fee). This fee is charged as a certain percentage of the amount (volume) of each tokens purchase and sale or exchange transaction carried out without Leverage, except for purchase and sale of Fiat currency tokens.

(b) the trading fee (the trading with the use of Leverage fee). It depends on the type of the Tokenised assets and is charged as a certain percentage of the amount (volume) of each tokens purchase and sale or exchange transaction carried out with the use of Leverage;

(c) the funding fee. It is charged in accordance with market rates<sup>5</sup> for:

(i) each 8 hours of Your possession of the title of property to the cryptocurrencies Bitcoin and Ethereum (if the prices for them are expressed in the Fiat currency tokens USD.cxc or EUR.cxc – the markets "Bitcoin/USD", "Ethereum/USD", "Bitcoin/EUR" and "Ethereum/EUR" of the Platform), that have been acquired under Long-operations and have not been fully paid for, as well as for each 8 hours of existence of Your Borrowing debt to the Company under Short-operations, where the cryptocurrencies Bitcoin and Ethereum (if the prices for them are expressed in the Fiat currency tokens USD.cxc or EUR.cxc – the markets "Bitcoin/USD", "Ethereum/USD", "Bitcoin/EUR" and "Ethereum/EUR" of the Platform) are the object of Borrowing. The funding fee may be also charged every 8 hours in other cases, provided for on the Platform (in particular, in the section "Market info");

(ii) each day of Your possession of the title of property to the tokens that have been acquired under Long-operations and have not been fully paid for, and for each day of existence of Your Borrowing debt to the Company under Short-operations (except for the cases provided for in sub-clause (c) (i) of this clause, and (or) on the Platform, and (or) on the Website);

(d) the withdrawal commission (fee) in respect of the Tokenised assets and other tokens created and placed by the Company. This fee is charged as a certain percentage of the price (quantity) of the Tokenised assets and other tokens created and placed by the Company that are withdrawn into the blockchain;

(e) the variable withdrawal fee. This fee is charged to cover the withdrawal costs of tokens associated with the use of a particular blockchain (inter alia, costs for miners' remuneration);

(f) the additional withdrawal fee. This fee may be charged in the following situation. If the Client has obtained from the Company a bonus in connection with creation of his Account on the Platform or another bonus, the Company in case of receiving the Client's a demand on withdrawing funds shall be entitled (at its sole and absolute discretion) to withhold from the amount of the Client's funds, accounted for him on his Account, the additional withdrawal fee in the amount of the difference between the amount of the said bonus and the amount (the quantity) of other Fees and charges, which have been actually paid by the Client to the Company before the moment of receiving the said demand from him, and the quantity of funds, which remain accounted for the Client on his Account. In case of insufficiency of the funds, accounted for the Client on his Account, for withholding the amount of the said commission to the full extent, this withholding shall be carried out in respect of the funds which are actually present (including the funds demanded by the Client to be withdrawn);

---

<sup>5</sup> Market rates shall be calculated by the Company at its discretion using software automatically on the basis of a number of parameters (interbank rates, data from quote flow providers, etc.). In respect of different tokens that are objects of Leverage-operations market rates may vary. Market rates shall be communicated to the Client through the Platform and (or) the Website and shall be amended according to the procedure specified in these T&C in respect of the Fees and charges.

- (g) the fees for listing tokens on the Platform, for creation and placement of tokens. The amounts of these fees shall be determined in each particular case;
- (h) the “guaranteed stop-loss” condition fee (the GSL fee). This fee is charged in the situation when an order with the “guaranteed stop-loss” condition is executed provided that this condition is actually used while executing the said order. This fee is charged in the form of a certain percentage of the amount (volume) of the relevant transaction (operation). If this commission is charged but the “guaranteed stop-loss” condition does not “spring to action” the sum of this commission will be refunded to You;
- (i) other Fees and charges arising from these T&C and (or) provided for on the Platform and (or) on the Website.

9.4 You acknowledge, that when using the Services You may be subject to certain fees (charges) charged by third-party providers (due to be paid to them) (hereinafter referred to as “Third-Party Fees”):

- (a) You may be charged fees by the External Accounts You use to deposit funds;
- (b) You bear all costs for recording (confirming) transactions (operations) in the register (ledger) of transaction blocks (blockchain) network, including expenses for paying remuneration to miners, as well as expenses for paying fees to banks and other executors of payment services (unless otherwise expressly provided for in the agreement and (or) on the Website (Platform)). Inter alia you shall bear the costs connected with carrying out depositing and withdrawing funds (including by the use of bank payment cards or bank transfer) and pay the Company the sums of the relevant expenses, including in the form of deposit fee (charge) and withdrawal fee (charge). The Company shall be entitled to withhold (unilaterally deduct) the relevant sums from the sum (quantity) of the Your money, and (or) electronic money and (or) tokens (at the Company’s sole and absolute discretion) that are held by the Company. Third-Party Fees will not be reflected on the transaction screens containing information regarding Your transactions in the Application. You are solely responsible for paying any Third-Party Fees.

9.5 Any right to conclude a contract with the Company (that arises on the Client’s side in connection with providing by the Company the relevant irrevocable offer or undertaking by it an obligation to conclude the relevant contract) shall be provided to the Client by the Company at a charge, and the Company’s consideration for providing this right shall be included in the Fees and charges paid by the Client to the Company under these T&C. Any right to conclude a contract with the Client (that arises on the Company’s side in connection with providing by the Client the relevant irrevocable offer or undertaking by him an obligation to conclude the relevant contract) shall be provided to the Company by the Client on a non-repayable basis.

9.6 The Company shall not pay interest for using Your money, electronic money, tokens, including in respect of the amounts of Margin for Long-operations (Prepayment) and Margin for Short-operations (Collateral for Borrowing) (unless otherwise is expressly set forth in the agreement between the Client and the Company).

9.7 If co-branding bank payment cards are issued (emitted) with the participation of the Company, the costs of additional services provided (rendered) by the Company to the clients-holders of these cards shall be included in the Fees and charges and shall not be separately paid by these clients.

## **10. NO INVESTMENT AND OTHER ADVICE**

10.1 The Company does not advise You on the merits of any particular transactions with tokens or their taxation consequences. By using the Platform and the Website, You represent that You have been, are, and will be solely responsible for making Your own independent appraisal and investigations into the risks of any transaction (operation) made (carried out) by You on the Platform. You represent that You have sufficient knowledge, market sophistication, professional advice and experience to make Your own evaluation of the merits and risks of

any transaction (operation) with tokens. The Company gives You no warranty related to transactions (operations) with tokens made (carried out) by You on the Platform.

10.2 You agree that the Company is not responsible for determining whether or which taxes apply to Your transactions (operations) with tokens. You further agree that You are solely responsible for reporting and paying any taxes arising from Your transactions (operations) with tokens on the Platform, unless otherwise is provided for by the Applicable legislation.

10.3 On the Platform and (or) on the Website there may be placed information about news related to the tokens markets (including Tokenised assets), securities markets, commodities markets, derivatives markets, changes of stock indices and currency rates, other data of financial character, as well as advertisement of tokens (including those created and placed by the Company on its own behalf or on behalf of other persons). All such information, data and advertisement are placed for informative or advertisement purposes only and do not present (shall not be qualified) as pieces of advice which may incite (invite) You and (or) other persons to acquire or alienate specific tokens (tokens of specific types). Unless otherwise is provided for by the Applicable legislation, the responsibility for reliability of the said information, data and advertisement is carried by their authors. All the decisions entailed Your making (carrying out) transactions (operations) with tokens are taken by You at Your inner conviction based on a full-fledged analysis of the circumstances of taking such decisions with allowance for the existing risks as well as on the basis of assessment of possible consequences of the said decisions.

## **11. PRIVACY POLICY**

11.1 We process all the data We receive from You within the registration on the Platform, identification (verification) process, updating (actualization) the data about You and (or) while using the Platform in compliance with Our Privacy Policy, which is the integral part of these T&C. By accepting these T&C You agree to Our Privacy Policy.

11.2 The collection and processing of cookies is governed by the Cookies Policy.

11.3 By accepting these T&C You agree to the collection and processing of Your personal data in accordance with the Privacy Policy and the Cookies Policy in order to comply with these T&C and other related purposes in any way that We deem necessary to apply.

11.4 The Client gives the Company consent to search, receive, transfer, collect, process, accumulate, store, distribute and (or) provide his personal data (including to the Company's partner banks), to use it in any way that may be required for the conclusion, fulfilment, modification, termination of these T&C, and to provide any documents relating thereto, and (or) their copies, and (or) information to other persons, inter alia in cases stipulated by the Applicable legislation.

## **12. LICENSING / INTELLECTUAL PROPERTY**

12.1 Exclusive rights to the Platform as well as to other objects of intellectual property which are present (placed) on the Platform and (or) on the Website are possessed by the Company or by its licensors. In accordance with these T&C the Company gives You permission to use the Platform and the Website on the terms of a non-exclusive licence. This permission from the date of conclusion of these T&C is given to You in order to use the Application and the Website by means necessary for performance of these T&C, for the effective term of these T&C and within the relevant territories and other countries provided that this does not contradict to the acts of legislation of these countries.

The price (fee) for giving the aforesaid licence (the aforesaid permission to use the Platform and the Website) shall be included in the Fees and charges paid by You to the Company under these T&C.

12.2 Except as otherwise explicitly provided in these T&C or as may be expressly permitted by applicable law or the Company, You are not permitted to, and You are obliged not to permit or authorize others to:

- (a) copy, modify, adapt, reverse engineer, create derivative works from the Application, the Website (including its content) or any part thereof, or any copy, adaptation, transcription, or merged portion of them;
- (b) decode, disassemble, decompile or otherwise translate or convert the Application, the Website (including its content);
- (c) distribute, publicly display and broadcast the Application or the Website's content;
- (d) pledge, sell (otherwise alienate), transfer, loan, lease, assign, rent, or otherwise sublicense the Application, the Website's content or Your right of access to the Application;
- (e) use the Application, the Website (including its content) for any purpose other than Your personal use;
- (f) remove, alter, or obscure any copyright, trademark, attribution and any other proprietary notices from the Application or the Website's content.

12.3 The licence granted under this clause shall automatically terminate if We suspend or terminate Your access to the Services (in particular, deactivate (close) Your Currency.com Account).

### **13. RESTRICTIONS AND BONUSES**

13.1 The Application, other software specified in these T&C, the Website and their content are used by You at Your own risk and responsibility. By using them You acknowledge that You do not find the Services to be offensive or not in your interest in any way. It is Your responsibility to determine whether You are permitted to use the Application, other software specified in these T&C, the Website and their content according to the jurisdiction of Your domicile or any country in which You may be located.

13.2 You are obliged not to use the Application, other software specified in these T&C, the Website and their content for any unlawful purpose under any law that is applicable to You or that is prohibited by or in breach of these T&C. You warrant (represent, agree) that:

- (a) You are at least 18 years old and of a legal age in Your jurisdiction to enter into contracts (agreements) (including these T&C);
- (b) You are using the Application, other software specified in these T&C, the Website and their content solely for Your own needs;
- (c) You are acting in Your own legal capacity (on Your own behalf) and not on behalf of another person (with the exception of duly authorized (empowered) representatives);
- (d) You are not a citizen (national) of a country which is included by the Company in the list of Prohibited Jurisdictions, do not reside in such a country, are not registered in it (for a Client which is a legal entity) as well as Your beneficial owners are not citizens (nationals) of such a country and do not reside in it (for a Client which is a legal entity);
- (e) You have the right to enter into these T&C and no other agreement to which you are a party will be breached;
- (f) You will not conduct criminal or other unlawful activities through (or by using) the Application and other software specified in these T&C including money laundering, terrorist financing and financing of proliferation of weapons of mass destruction, fraud, tax (fees) evasion or any other crime or another transgression of the law;
- (g) You will not use the Application and other software specified in these T&C if any law applicable to You prohibits or does not allow their use in whole or in part;
- (h) You do not use any insider information about tokens in a unscrupulous (illegal) way and do not manipulate the prices for tokens within Your usage of the Application and other software specified in these T&C;
- (i) You shall not allow other persons to use Your Currency.com Account (with the exception of Your duly authorized (empowered) representatives, inter alia if You are a Client which is a legal entity);

- (j) You will not solicit or in any way seek to obtain any information, including personally identifiable information, relating to other users of the Application or visitors of the Website;
- (k) You will not intercept, damage or modify any communication which is not intended for You or get acquainted with such a communication;
- (l) You will not upload or distribute any software, files or data containing viruses, spiders, robots, worms, trojan-horse or any elements which are corrupted or may have any other negative impact on the Application, other software specified in these T&C, the Website and their content;
- (m) You will not impact or attempt to impact the availability of the Services or operation of the Website, with a denial of service (DOS) or distributed denial of service (DDoS) attack or use the Application, other software specified in these T&C, the Website and their content in a way that could damage or otherwise impaired their functioning;
- (n) You will not attempt to modify, decompile, reverse-engineer or disassemble the Application, other software specified in these T&C, the Website and their content in any way;
- (o) You will not initiate and send chain letters, junk mail (spam) to Us and users of the Application, other software specified in these T&C and the Website;
- (p) You will not prevent other users from using the Application, other software specified in these T&C, and the Website;
- (q) You will not submit, post, upload or grant Us access to any information or material that infringes third party's Intellectual Property Rights;
- (r) You will not encourage, promote or carry out any activity that violates these T&C.

13.3 In case of suspicion of money laundering, terrorist financing and financing of proliferation of weapons of mass destruction, fraud, or other activities that may violate any Applicable legislation, or these T&C, the Company reserve the right to report all the necessary information to the relevant authorities and other organisations, including without providing You with notice of such report.

13.4 The Company may, at its sole and absolute discretion, transfer to all or certain persons, who has created Accounts on the Platform (to the Client), the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in the cases and amounts specified by the Company at its sole and absolute discretion, unless otherwise provided by these T&C. To refer to the tokens, the title of property to which is transferred on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis, the word "bonus" may be used. The Company shall be entitled to determine the purposes for which such tokens (the title of property to them) must be used by the said persons (the Client) as well as limit or prohibit to withdraw such tokens and (or) the funds obtained as a result of alienation of such tokens (the title of property to them).

## **14. RESPONSIBLE USE OF THE APPLICATION**

14.1 You shall take upon yourself the risks of restricting access to the Application installed on Your device and the risks connected with ensuring the security of Your Currency.com Account. In particular, You should always keep safe (remember) the passcode for Your Currency.com Account and immediately notify Us in case You suspect that You have not authorized certain actions which were performed under Your Currency.com Account.

14.2 You are responsible and liable for all activities that take place through the Application installed on Your device, whether or not You are the individual who undertakes such activities. You confirm that any orders sent (places on the Platform) with the use of Your Currency.com Account constitute the expression (manifestation) of Your will and the result of Your actions.

14.3 We are not liable for any loss that You may incur as a result of someone else using the Application installed on Your device, either with or without Your knowledge. In addition, You may be held liable for any losses incurred by Us or a third party due to someone else using the Application installed on Your device.

## **15. DISCLAIMERS AND LIABILITY**

15.1 The Company is liable to You only for intentional non-fulfillment (improper fulfillment) of these T&C. In this case, the Company is obliged to compensate You for the losses You incur in full, unless otherwise provided by the Applicable legislation.

15.2 Unless otherwise expressly provided by the Applicable legislation and the agreement concluded between You and the Company, the Company shall not be liable to You:

15.2.1 for loss of data, loss of profits, loss of reputation and goodwill arising from the fulfillment of these T&C;

15.2.2 for the content displayed on the Platform, on other software specified in these T&C and (or) on the Website (see sub-clause 15.7 of this clause for more details);

15.2.3 for the losses You incurred as a result of transactions (operations) with tokens on the Platform (see clause 3 of these T&C for more details);

15.2.4 for any harm and other negative consequences caused by any computer viruses, spyware, scareware, trojan horses, worms or other malware that may affect Your device, or any phishing, spoofing, malicious security breaches, hacking attacks or other attacks;

15.2.5 for any non-fulfillment (improper fulfillment) by the Company of these T&C by reason of the circumstance of insuperable force (defined in this sub-clause as emergency and unavoidable under the relevant conditions circumstances, including natural disasters, the adoption (publication) of legal acts by state bodies, military actions, strikes, lockouts, public protests);

15.2.6 for any non-fulfillment (improper fulfillment) of these T&C if it has been entailed by the application of legal acts binding upon the Company;

15.2.7 for the unauthorized use of Your Currency.com Account by third parties without Your permission;

15.2.8 for any changes in the market (in particular, fluctuations of price for token) taking place after You send order on the Platform;

15.2.9 for the interruptions in the operation of the Platform, other software specified in these T&C and (or) the Website (including in connection with carrying out modernization and other works in respect of them);

15.2.10 for the possible malfunctions (inadequacy, manifestations of unreliability) of the register (ledger) of transactions blocks networks (blockchains), in which there exist the tokens circulating on the Platform (including the relevant blockchain protocols).

15.3 Unless otherwise provided by the Applicable legislation, in no event the amount of the Company's liability to the Client can exceed the amount of Fees and charges paid by the Client to the Company within thirty days preceding the date on which the circumstance giving rise to the Company's liability to the Client arose.

15.4 To the maximum extent permitted by the Applicable legislation, the Platform, other software specified in these T&C and the Website are provided to the Client for use "as is". The Company does not provide any guarantees and representations in relation to these objects (including in relation to their quality, uninterrupted operation and suitability for any specific purpose).

15.5 We will make reasonable efforts to ensure that Your orders within the Platform and other software specified in these T&C are processed in a timely manner but We make no warranties and representations regarding the amount of time needed to complete processing which is dependent upon many factors, including those beyond Our control.

15.6 You agree that the content displayed via the Platform, other software specified in these T&C or the Website the Website is provided for information purposes only and You must evaluate, and bear all risks associated with, the use of such content. We shall not be responsible or liable for any trading or investment decisions You make based on such content and do not guarantee the accuracy, completeness, or usefulness of the content.

15.7 When using the Platform, other software specified in these T&C or the Website You may view content provided by third parties, including links to their websites. We are not responsible for the composition of such content.

15.8 You hereby acknowledge and agree that Our disclaimers of warranties (representations) and limitation of liability are in good faith and reasonable and are based on a fair allocation of risk between You and Us.

15.9 In case of non-fulfillment (improper fulfillment) of the provisions of these T&C by You, You are obliged to compensate the losses incurred to the Company (including reimburse the Company for the amount of liability measures applied to it in a foreign country in connection with the conclusion and (or) fulfillment of these T&C under the conditions the provision of false representations by You). The company has the right to fully or partially withhold the amount (amount) of losses caused to it from the amount (amount) of money counted for You, electronic money, tokens held by the Company.

15.10 The basis for exemption from liability for non-fulfillment (improper fulfillment of these T&C for You is the presence of force majeure circumstances (by which in this sub-clause the Parties understand the emergency and unavoidable circumstances under the given conditions, i.e. natural disasters), and for the Company – the absence of its intentional guilt.

## **16. LINKS TO WEBSITES. THE COST (PRICE, RATE) OF TOKENS**

16.1 The Application, other software specified in these T&C or the Website may contain links to third parties' websites. The decision to use or not use third party websites is at your own risk and responsibility.

16.2 The cost of Tokenised assets, cryptocurrencies, the cost of one type of Fiat currency tokens relative to the cost of another type of Fiat currency tokens, the cost of Other tokens representing currencies relative to the cost of Fiat currency tokens and the cost of other tokens shall be determined by Us at our sole and absolute discretion and shall be based on data provided to Us by third parties, and (or) on the basis of the real supply and demand for the relevant tokens, established on the Platform, except as otherwise provided for in the relevant White Paper Declarations, approved by the head of the Company, or in the agreement of the Parties.

The cost of tokens indicated in the Platform's interface for making (carrying out) transactions (operations) in the section (mode) "Exchange" and in the section (mode) "Exchange" may be different.

16.3 Unless otherwise provided by these T&C, the cost of one type of Fiat currency tokens relative to the cost of another type of Fiat currency tokens, the cost of Other tokens representing currencies relative to the cost of Fiat currency tokens are generated on the Platform on the basis of data on the cost of the relevant currency relative to the value of another currency obtained from the liquidity providers.

16.4 You acknowledge that You are notified that the actual cost of tokens on the Platform may differ from the cost presented in the other sources.

16.8 You acknowledge that You are notified that in the absence of an updated tokens quotation (price for tokens) on the Platform, you may not be able to make a transaction (an operation) in the relevant tokens market.

## **17. ENFORCEMENT MEASURES**

17.1 Notwithstanding the provisions of sub-clause 5.7 of clause 5 of these T&C, the Company, without any liability to You shall be entitled to: (i) refuse to complete, block, cancel or suspend (recommence) performance of a transaction (operation) You have made (are carrying out) on the Platform or return the counterparties (the situation) in the position that has been before

this transaction has been made (the operation has been opened), and (or) (ii) suspend, restrict or terminate Your access to the Platform on the whole or to certain of its functionalities and features (functions), and (or) (iii) prohibit You using and (or) disposing of funds accounted for You on Your Currency.com Account (freeze (block) the funds), and (or) (iv) deactivate (close) Your Currency.com Account or cancel (suspend) its creation, and (or) (v) prohibit You to make (carry out) transactions (operations) with tokens on the Platform, or block You financial transactions (operations), and (or) (vi) unilaterally and extrajudicially refuse to perform these T&C or the agreement concluded between the You and the Company, specified in sub-clause 2.1.1 of clause 2 of these T&C, on the whole, and (or) (vii) Suspend Your Currency.com Account, and (or) (viii) withhold (seize) from the funds, accounted for You on Your Currency.com Account, the amount of Your unjustified enrichment (calculated by the Company at its sole and absolute discretion), including but not limited to where:

- (a) We are obliged to do so by the Applicable legislation as well as by the legal act of court or other authority (organization) which is binding upon Us;
- (b) We suspect You of acting in breach of (non-compliance with) these T&C;
- (c) We have concerns that a transaction is erroneous or violate (demonstrate violation of) the security of Your Currency.com Account or We suspect the Services are being used in a fraudulent or other illegal manner;
- (d) We suspect, that You are using any insider information about tokens or are manipulating prices for tokens when using the Application;
- (e) We suspect money laundering, terrorist financing and financing of proliferation of weapons of mass destruction, fraud, or another transgression of the law, in particular, but not limited to cases, when You are repeatedly making transactions (operations) We consider suspicious;
- (f) if the funds have been deposited not from the External accounts You have linked to Your Currency.com Account;
- (g) use of Your Currency.com Account is subject to any investigation, litigation, or other government proceeding, and (or) We have found out a heightened risk of violation of legislation associated with the activity on Your Currency.com Account;
- (h) You offer (intend) to make (carry out) a transaction (operation) with tokens through the Platform with types of tokens, which are based on the principle of complete anonymization of transactions (operations) made (carried out) with them;
- (i) You are planning (offering) making settlements on a single transaction (operation) with tokens for an amount in excess of 20000 US Dollars, not through a bank transfer or transfer of electronic money;
- (j) if according to the results of the use of the software (the right to use the software), which performs the generalization and analysis of Your use of addresses (identifiers) of virtual wallets (including allowing to determine the trading platforms where Your addresses (identifiers) of virtual wallets have been used, the addresses (identifiers) of virtual wallets of Your counterparties (potential clients), the connection of Your addresses (identifiers) of the virtual wallets (potential clients) with other addresses (identity identifiers) of virtual wallets, etc.), as well as assessing the risk of using addresses (identifiers) of virtual wallets to carry out illegal activities (participation in them), or services of other persons (contractors) on the said generalization, analysis and assessing, upon making (carrying out) transactions (operations) with tokens there have been found out a high degree of risk of using Your address (identifier) of a virtual wallet to carry out money laundering, terrorist financing and financing of proliferation of weapons of mass destruction;
- (k) You have not provided a documentary confirmation of the source of origin of Your funds (including tokens), the title of property to them, Your rights to External Accounts as well as a documentary confirmation of the source of Your wealth requested by Us;
- (l) You have used and (or) are using drawbacks in the Platform, or operational incidents on Our side (including technical failures (errors) on the Platform), or Corporate actions, or otherwise in bad faith have used and (or) are using the Platform (and (or) the trading platform



“Capital.com”<sup>6</sup>) for making profit (generating income). Inter alia (not exclusively) the following activities (actions) shall be qualified as using the Platform (and (or) the trading platform “Capital.com”) in bad faith: (i) carrying out “oppositely directed” (“mirror”) Leverage-operations (i.e. Long-operations and Short-operations) within one market, opened with insignificant time difference and (or) difference in prices for tokens on one and the same device and (or) from one and the same IP-address but with the use of different Currency.com Accounts (created in the name of different persons), including those aimed at for making profit (generating income) from application of functions (opportunities) of the Platform; (ii) performing actions, coordinated between (among) different clients, aimed at making profit (generating income) out of (from) application of such functions (opportunities) of the Platform and (or) the trading platform “Capital.com” as the Negative balance protection and the “guaranteed stop-loss” condition, as well as other actions aimed at making profit (generating income) out of (from) application of functions (opportunities) of the Platform and (or) the trading platform “Capital.com” not in accordance with the purposes of such functions (opportunities); (iii) making transactions (carrying out operations) with tokens, if the Platform indicates and anomalistic price for tokens (i.e. the price for tokens which does not expressly correspond to the current market price for them), including in the circumstances of Corporate actions; (iv) carrying out “oppositely directed” (“mirror”) Leverage-operations on the Platform and operations with non-deliverable over-the-counter financial instruments (contracts for difference) on the trading platform “Capital.com” within one market, opened with insignificant time difference and (or) difference in prices for tokens and for underlying assets of non-deliverable over-the-counter financial instruments (contracts for difference) respectively on one and the same device and (or) from one and the same IP-address and with the use of a Currency.com Account and an account in the trading platform “Capital.com” (inter alia created in the name of different persons), including those aimed at for making profit (generating income) from application of functions (opportunities) of the Platform and (or) the trading platform “Capital.com”. Profit made (income generated) in the manner described in this sub-clause shall be qualified as Your unjustified enrichment (since gaining (obtaining) it is not based on the legislation or a transaction) which is subject to be returned to Us or other persons affected;

(m) in other cases provided for in these T&C.

17.2 If the Company decided to return to You the money, electronic money, tokens, received from You by the Company, including, but not exclusively, for the reasons indicated in sub-clause 17.1 of this clause, the Company will reimburse its costs of such a return and consideration of the application from Your funds by withholding such compensation.

17.3 If We take any measures mentioned in sub-clause 17.1 of this clause We will generally provide You with notice of Our actions and reasons for taking such actions and where appropriate, with the procedure for correcting any factual errors that led to them. We will not communicate to You the reasons for such measures in case it would be unlawful for Us to do so under any applicable law or such decision is based on confidential criteria that are essential to Our risk management and security policies.

17.4 By using the Application, You confirm (acknowledge) the possibility of applying (agree with applying) to You enforcement measures specified in this clause and in other provisions of the agreement concluded between You and the Company, as well as provided for in legislation.

## 18. INDEMNITY

---

<sup>6</sup> The trading platform “Capital.com” (CAPITAL.COM Online Trading Platform) is operated by the entities other than the Company and is used by the Company for the purposes of hedging of the risks to which the Company is exposed in its activity.

18.1 You agree to fully indemnify for losses and damage (including costs of legal assistance), inter alia from the application of measures of responsibility (including administrative liability), caused to Us and Our affiliates as a result of:

- (a) Your breach of these T&C (including any warranties contained herein), in whole or in part;
- (b) violation by You of any act of legislation (including of a foreign state) or any third party rights, including Intellectual Property Rights;
- (c) exercising of Our rights under these T&C, including, but not limited to, actions We are entitled to undertake in accordance with clause 17 of these T&C;
- (d) use by You of the Application and the Website or use by any other person accessing the Application installed on Your device or accessing the Website via Your device, whether or not with Your authorisation.

## **19. APPLICABLE LAW AND DISPUTE SETTLEMENT PROCEDURE**

19.1 The legislation of St. Vincent and the Grenadines shall apply to the relations between the parties arising out of the Terms. In this case, the material, not collision, norms of law shall be applied.

19.2 If a dispute arises between the parties from the Terms prior to its submission for consideration to the dispute settlement body provided for in the Terms, it shall be mandatory to follow the claim procedure for dispute settlement provided for in the Terms.

19.3 Claims shall be sent:

19.3.1 by You – from Your e-mail address specified by You at the time of creation of the Account to the e-mail address support@currency.com or other email address communicated by the Company (specify "Claim. For the Legal Team" in the title of the letter) with the scanned image of the paper claim signed by You or your representative attached to the letter (if the claim is signed by the representative, the attachment of a scanned image of the document confirming the representative's authorities shall be mandatory);

19.3.2 by the Company – to Your e-mail address, specified by You at the time of creation of the Account.

19.4 The parties also have the right to send their signed paper claims (by registered mail with delivery receipt or by the correspondence delivery services, such as EMS, DHL or UPS) to each other's addresses of residence (location) (with certified copies of documents confirming the representative's authorities, if the claim is signed by the representative).

19.5 Claims shall contain:

19.5.1 surname, given name (first name), patronymic (name) of the claimant and a person (persons), to whom the claim is sent, their place of residence (place of temporary residence) or location;

19.5.2 date of filing the claim;

19.5.3 circumstances on the basis of which the claim is filed;

19.5.4 specific well-reasoned demands of the party with reference to the provisions of the Terms, as well as the norms of the Applicable legislation;

19.5.5 the amount of the claim and its calculation, if the claim is subject to monetary evaluation.

19.6 The claim cannot be subject to consideration if:

19.6.1 it is not sent in accordance with these Terms;

19.6.2 its content does not correspond to these Terms.

19.7 The response to the claim shall be sent within 30 days from the date of its receipt in the manner specified in these Terms.

19.8 If the dispute arisen has not been settled in the claim procedure, it shall be submitted for consideration to the courts at the location of the Company;

19.9 The parties shall have the right to settle a dispute arising out of the Terms by using mediation in accordance with the Applicable legislation.

## **20. COMMUNICATION AND FEEDBACK**

20.1 In case the Client has any questions for the Company, the Client can send an electronic letter to the e-mail address support@currency.com or contact the Company via Skype or otherwise as provided for in the Application and (or) on the Website.

20.2 The Client agrees to receive any communications (information) and documents from the Company (hereinafter in this sub-clause referred to as "Communications") via the Application or on the Client's email address. In order to ensure receipt of Communications, the Client is obliged to monitor the actuality of his contact information provided to the Company. If the Company sends Communication to the Client, but the Client does not receive it because the Client's e-mail address is incorrect, outdated, blocked, or the Client is otherwise unable to receive Communications, it is considered that the Company sent Communication and the Client received it.

20.3 In the event when the Company's Client sends by e-mail or other transfer to the Company of information that represents (includes) an intellectual property object created by the Client (or in respect of which the Client has an exclusive right), it is considered that from the moment the Company receives it, the Client cedes to the Company the exclusive right to the corresponding object on a gratuitous basis (including permits the Company and (or) persons identified by it to use the named object in any way, including the introduction of any changes, both with the indication of the author's name and without such indication).

## **21. MISCELLANEOUS**

21.1 The cession by the Client of his rights (claims) under these T&C and the encumbrance of these rights (claims) by him is possible only with the written consent of the Company.

21.2 The possible invalidity in any jurisdiction of a particular provision of these T&C shall not invalidate any other provisions thereof or these T&C as a whole.

21.3 These T&C is valid until the full fulfillment of the obligations arising from it.

21.4 The headings in these T&C are for reference only and do not affect the interpretation of their provisions.

21.5 A significant change in the circumstances from which the Parties proceeded when concluding these T&C is not a basis for their change or termination at the request of the Client. The Client does not enjoy the rights to suspend performance and refuse to perform, provided for by the Applicable legislation in relation to counter performance of obligations.

21.6 Nothing in these T&C shall create or confer any rights or other benefits in favor of any third parties (who are not parties to these T&C) unless otherwise provided in clause 18 of these T&C.

21.7 Nothing in these T&C shall create a partnership or a relationship of representation between You and Us.

21.8. The accounting source document confirming the performance of business transactions within the framework of these T&C may be drawn up (executed) by the Party as a participant in the business transaction solely (if this does not contradict the legislation).

**Regulations on the Actions in the Face of the Risk of  
a Negative price for the Tokenised Asset or Tokenised Futures**

1. The Client and the Company hereby acknowledge that, as a result of a fall in prices for the underlying assets (futures) of Tokenised assets or Tokenised futures because of various circumstances, there may be a risk of a negative price for a certain Tokenised asset or Tokenised futures (hereinafter referred to as “the negative price risk”).

2. The negative price risk shall be considered to appear when the price for the Tokenised asset or Tokenised futures indicated on the Platform (hereinafter referred to as “the TA/TF price”) reaches the alarm item A of the negative price risk (hereinafter referred to as “the alarm item A”), which constitutes with respect to:

the Tokenised assets XBR.cxc (the underlying asset is a barrel of Brent Oil, the Brent Oil market) and XTI.cxc (the underlying asset is a barrel of Crude Oil, the Crude Oil market) – less than 5.5 Fiat currency tokens USD.cxc. This amount may be amended (cancelled) by the Company in the manner provided for in the third paragraph of this clause;

other Tokenised assets as well as Tokenised futures – the amount stipulated, if necessary, by the Company at its sole and absolute discretion unilaterally without prior notice to the Client (unless otherwise determined by the Company). This amount shall enter into force and start being applied to the relations of the Parties from the moment of placing the information about it on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the Parties are (is) specified in this information (unless otherwise determined by the Company). This amount may be amended (cancelled) by the Company in the same manner.

3. If the TA/TF price reaches the alarm item A the relevant Tokenised assets market (Tokenised assets type) or Tokenised futures (Tokenised futures type) shall be transferred by the Company into the Close-only mode.

If the TA/TF price becomes bigger than the alarm item A (exceeds it), then the relevant Tokenised assets market (Tokenised assets type) or Tokenised futures (Tokenised futures type) may be withdrawn by the Company from the Close-only mode (the Close-only mode may be canceled) by the Company’s decision at the moment, which the Company deems acceptable at its sole and absolute discretion.

4. The negative price risk shall be considered to aggravate when the TA/TF price reaches the alarm item B of the negative price risk (hereinafter referred to as “the alarm item B”), which constitutes with respect to:

the Tokenised assets XBR.cxc (the underlying asset is a barrel of Brent Oil, the Brent Oil market) and XTI.cxc (the underlying asset is a barrel of Crude Oil, the Crude Oil market) – less than 1 Fiat currency token USD.cxc. This amount may be amended (cancelled) by the Company in the manner provided for in the third paragraph of this clause;

other Tokenised assets as well as Tokenised futures – the amount stipulated, if necessary, by the Company at its sole and absolute discretion unilaterally without prior notice to the Client (unless otherwise determined by the Company). This amount shall enter into force and start being applied to the relations of the Parties from the moment of placing the information about it on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the Parties are (is) specified in this information (unless otherwise determined by the Company). This amount may be amended (cancelled) by the Company in the same manner.

5. In case the TA/TF price reaches the alarm item B (including falls below the alarm item B) the Company shall:

exclude the availability of the relevant Tokenised assets or Tokenised futures market on the Platform (close it) (exclude the possibility to make (carry out) transactions (operations) with the relevant Tokenised assets or Tokenised futures type on the Platform, except for the transactions (operations) provided for in the third and fourth paragraphs of this clause);

carry out the Closeout with respect to the Client's orders sent (placed on the Platform) in the section (mode) "Exchange" on the Platform with regard to the relevant market of Tokenised assets (Tokenised assets type) or Tokenised futures (Tokenised futures type), and with respect to the Leverage-operations opened by the Client with regard to the relevant market of Tokenised assets (Tokenised assets type) or Tokenised futures (Tokenised futures type);

accept the Client's irrevocable offer on alienation by the Client to the Company of all the Tokenised assets or Tokenised futures (accounted for him on his Account after the aforesaid Closeout), the price for which has reached the alarm item B (or has become below it), in exchange for the Fiat currency tokens USD.cxc (or other tokens in which the alarm item B is expressed) at the TA/TF price which the Tokenised assets or Tokenised futures will actually have at the moment of carrying out the said irrevocable offer acceptance by the Company. The said irrevocable offer (by which the Client offers the Company to make the tokens exchange transaction in respect of the relevant quantity of tokens) is provided by the Client to the Company free of charge by virtue of the fact of acquisition by the Client of any Tokenised asset or Tokenised futures (the irrevocable offer is considered to be provided at the moment when the Tokenised asset or Tokenised futures are acquired) and may be accepted by the Company within the period of the title of property to the Tokenised assets or Tokenised futures possession by the Client and only in case the TA/TF price reached the alarm item B (including in case it falls below the alarm item B).

6. If at the moment the Company actually carries out the actions specified in clause 5 of these Regulations the TA/TF price is negative (i.e. there is the Client's debt to the Company in the relevant amount), then the Company shall be entitled in order to satisfy this debt withhold (recover) the amount of the Client's debt from the funds accounted for the Client on his Account (in case it is necessary to convert the tokens of one type into the tokens of another type the Company shall apply the exchange rate determined by it at its sole and absolute discretion).

7. If the TA/TF price within the Client's transaction (operation) is expressed not in the Fiat currency tokens USD.cxc (not in the other tokens in which the alarm item B is expressed), but in the tokens of another type, then for the purposes of these Regulations the conversion of these "tokens of another type" into the Fiat currency tokens USD.cxc (the other tokens in which the alarm item B is expressed) shall be carried out at the exchange rate determined by the Company at its sole and absolute discretion.

8. The Company shall be entitled at its sole and absolute discretion to determine and apply the alarm item B without determining (in the absence of) the alarm item A.

9. These Regulations constitute a part of the Terms and Conditions of Use of the Cryptoplatfrom (Trading Platform), Other Software and the Website.

## **The Contract for Participation in Tokens Trading**

### **1. General Provisions**

1.1. This Contract is an integral part of the Terms and Conditions of Use of the Cryptoplatfrom (Trading Platform), Other Software and the Website (hereinafter for the purposes of this Contract referred to as – the T&C).

1.2. The trading system of the Company is understood as a part of the Cryptoplatfrom (Trading platform) “Currency.com”, consisting of the section (mode) “Exchange” of this Cryptoplatfrom and its elements (components) necessary for the functioning of this section (mode).

### **2. The Subject-matter of this Contract**

2.1. Under this Contract, the Company undertakes to organize trading in tokens (to provide the Client with services on organizing tokens trading), and the Client undertakes to pay the Company the remuneration specified in clause 9 of the T&C.

2.2. The Company organizes tokens trading through:

2.2.1. providing the Client with access to the Company's trading system and  
2.2.2. carrying out of other actions necessary to ensure the conduct of these tokens trading.

2.3. The Company is a party to all transactions made in the course of tokens trading as follows:

2.3.1. in transactions between Clients – as a party organizing tokens trading;

2.3.2. in transactions between the Client and the Company – as a seller or a buyer with responsibilities for organizing tokens trading.

2.4. Tokens trading are organized by the Company under the conditions determined by this Contract, the T&C .

2.5. Participants in tokens trading make transactions by placing in the trading system (sending to the trading system) of the Company performing the functions of offers and acceptance orders for exchanging one type of token for another type of token (sub-clause 6.4 of clause 6 of the T&C). Every such order of one participant in tokens trading presupposes its acceptance by placing in the trading system (sending to the trading system) of the Company a counter order of another participant in tokens trading. In this case, the transaction in tokens trading is recognized as completed at the moment (which means the moment when the party who sent the offer receives its acceptance) satisfies the Company's trading system of both specified orders, which occurs when these orders intersect according to their price conditions (price coincidence).

The object of tokens trading can only be tokens admitted to trading in tokens in accordance with the local legal acts of the Company. The Company is taking measures to prevent the admission of tokens to trading in tokens provided for by the Applicable legislation.

The object of tokens trading, along with tokens, may be a property right to obtain from the Company the title of property (to demand from the Company to transfer the title of property) to the corresponding tokens in the manner provided for in Annex No. 7 to the T&C the General Conditions for Digital Tokens (Tokens) Alienation.

2.6. The services on organizing tokens trading are provided by the Company to the Client throughout the entire effective term of the T&C. The access to the Company's trading system with the possibility of making transactions in it shall be provided to the Client no later than three Business days from the date of submission by the Client to the Company of the documents (their images) necessary for identification, unless otherwise is provided for by the T&C.

2.7. The Company has the right to assign to the Client the status of a tokens trading participant (admission to tokens trading) only in the presence of the totality of the circumstances provided for by the Applicable legislation, including the requirement of the Client's non exclusion from the tokens trading participants (deprivation of the status of a tokens

trading participant) for at least three months preceding the date of application for obtaining the status of a tokens trading participant (admission to tokens trading).

### 3. The Obligations of the Company

3.1 The Company is obliged to:

3.1.1 organize tokens trading, inter alia ensuring the execution of settlements for tokens trading;

3.1.2 take measures to prevent, detect, suppress and eliminate the consequences of unfair (unlawful) use of insider information about tokens and (or) manipulating the prices on tokens;

3.1.3 ensure the transparency of the process of making and executing transactions in the trading system of the Company by providing the Client with the opportunity to observe this process using software and hardware.

3.2 The Company is entitled to qualify the Client's actions as manipulating the prices on tokens at its own discretion. The Company may qualify as manipulation of token prices, inter alia the following actions:

3.2.1. deliberate distribution by the Client through the media, including via the Internet, or otherwise knowingly false, and (or) misleading, and (or) biased information about tokens, persons who created and placed them, tokens prices, including information presented in the advertisement;

3.2.2. making two or more transactions with tokens by the Client during one trading day in his own interests and at his own expense or at the expense and (or) in the interests of another person on the basis of the orders with the highest buying price or the lowest selling price of the tokens;

3.2.3. making transactions with tokens by prior agreement of the Client with other participants in tokens trading, and (or) their employees, and (or) persons, at the expense or in whose interests these transactions are made;

3.2.4. the Client makes during one trading day in his own interests and at his own expense or at the expense and (or) in the interests of another person:

two or more transactions with tokens of the same person who created and placed tokens (tokens of the same type), the execution of which does not result a change in the owner of the tokens;

more than two transactions with tokens of the same person who created and placed tokens (tokens of the same type), in which the parties change, acting either as sellers or as buyers;

3.2.5. the placement by the Client of fictitious orders to buy and (or) sell tokens for money or electronic money, or exchange tokens of one type for tokens of another type (i.e., placement the orders without the intention of receiving execution on them, accompanied by their cancellation before their execution);

3.2.6. the placement (change) by the Client of orders to buy and (or) sell tokens for money or electronic money, or exchange tokens of one type for tokens of another type for the purpose of disrupting (destabilising) the functioning of the Company's trading system, creating false or misleading incentives (signals, signs) for other participants in tokens trading encouraging them to take (not to take) certain actions in the Company's trading system.

3.3 For manipulation of token prices and (or) unfair (unlawful) use of insider information, the Client shall pay to the Company a penalty in the form of a fine of twenty basic values for every instance of detected token price manipulation and for every instance of unfair (unlawful) use of insider information.

### 4. The Rights of the Company

4.1. The Company has the right to:

4.1.1. exclude the Client from the number of participants in tokens trading (to deprive of the tokens trading participant status), inter alia if the Client violates the legislation governing the placement and circulation of tokens, the T&C, this Contract, local legal acts of the Company (including situations in which this violation entailed a violation rights and legitimate interests of others);

4.1.2. withdraw tokens from the account of the Client in accordance with this Contract and the T&C;

4.1.3. request information from the Clients, inter alia for admission to participate in tokens trading to the extent determined by the Company;

4.1.4. make transactions with the Client's money, electronic money and tokens on its own behalf and in its own interests, with the Client's consent and in the absence of the Client's order, when the following conditions are fulfilled at the same time:

4.1.4.1. these transactions are aimed at obtaining liquidity by the Company, i.e. to receive money, electronic money and tokens from the Company's counterparties that are not its clients (liquidity providers), in order to fulfill the obligations of the Company accepted by it (or planned to be accepted by it) to the Client;

4.1.4.2. the counterparties specified in clause 4.1.4.1 of this Contract are legal entities that have a special permit (license) or other permissive document issued by the competent authorities (competent organizations) of the countries in which these legal entities are established and actually located, and providing for the right to make (carry out) transactions (operations) with tokens;

4.1.4.3. these transactions are made with no more than 50 percent of the money, electronic money and tokens of the Client who has given the consent specified in the first paragraph of clause 4.1.4 of this Contract;

4.1.4.4. the Company has a reasonable conviction that making these transactions will not entail non-fulfillment (improper fulfillment) of its obligations to transfer money, electronic money, tokens to the Client;

4.1.5. perform other actions provided for, inter alia by the Applicable legislation.

4.2. It is considered that by concluding the T&C, the Client has given the Company the consent stipulated in the first paragraph of clause 4.1.4 of this Contract.

## 5. The Obligations of the Client

5.1. The Client is obliged to:

5.1.1. provide the Company with reliable information stipulated in the T&C;

5.1.2. provide the Company with the documents necessary for admission to tokens trading and register in the Company's trading system (create a Currency.com Account);

5.1.3. pay remuneration to the Company;

5.1.4. not to use technical failures that may occur during the exploitation of the Company's trading system in ways that contradict the interests of the Company and (or) violate the rights of the Company;

5.1.5. not to use technical failures (errors) in the Company's trading system to obtain any benefit for himself or other persons, or to cause any damage (harm) to other persons;

5.1.6. not to use inside information about tokens unfairly (unlawfully);

5.1.7. not to manipulate token prices.

5.2. The Client acknowledges that he is notified of the possibility of adverse consequences in connection with the unfair (unlawful) use of inside information about tokens and (or) manipulation of token prices.

## 6. The Rights of the Client

6.1. The Client has the right to:

6.1.1. participate in tokens trading;

6.1.2. deposit funds to his Currency.com Account in accordance with the T&C;

6.1.3. withdraw funds from his Currency.com Account in accordance with the T&C;

6.1.4. exercise other rights in accordance with the legislation of the Republic of Belarus and the T&C.

## 7. The Remuneration of the Company

7.1. The Company receives the remuneration stipulated in clause 9 of the T&C by charging its amount from the amount of money, electronic money, tokens of the Client held by the Company. Unless otherwise provided by the T&C, if this amount is not enough to receive the remuneration in full, the Company has the right to send the Client a request for payment



of remuneration, inter alia by e-mail, which must be fulfilled no later than three days from the date of delivery of this request to the Client.

#### 8. Tokens trading with the involvement of the Company's tokens

8.1. The Company has the right to provide the Client with the right to use the Company's tokens to make (carry out) and execute transactions (operations) with them in the Company's trading system with the obligation to return the corresponding quantity of tokens (or an equivalent quantity of tokens of another type) within a specified period.

8.2. The Client has the right to dispose of the tokens, the right to use which he has received in accordance with this clause, with the restrictions stipulated in the T&C, the General Terms of Sale of Tokens and (or) this Agreement only for the purpose of making (carrying out) transactions (operations) in the Company's trading system.

8.3. For the amount (quantity) of tokens, the right to use which is obtained by the Client in accordance with this clause, the Client is obliged to pay the Company interest at a rate of five percent per annum from the date of obtaining this right to the date the Client returns the tokens (the title of property to them), unless otherwise agreed between the Company and the Client.

8.4. If the Company has granted the Client the right to use the Company's tokens in accordance with this clause, then the Company is entitled to withdraw from the Client's Account tokens, the right to use which has been obtained by the Client in accordance with this clause, interest for using such tokens (also in the form of tokens), or money, electronic money, tokens of another type in the amount equal to the value of tokens (interest for using them), upon the date of returning tokens and (or) interest for using them.

#### 9. The Performance of Transactions Made in the Company's Trading System

9.1. The execution of transactions made in the Company's trading system is carried out in accordance with the T&C and this Contract.

9.2. In case the Client makes a transaction in the course of tokens trading, the Company is obliged to deduct the amount (quantity) of execution on this transaction from the amount of money, electronic money, tokens accounted for the Client on his Currency.com Account, and add the amount (quantity) of such execution to the amount of money, electronic money, tokens accounted for the Client's counterparty under the relevant transaction on the Currency.com Account of this counterparty.

9.3. When withdrawing funds the transfer of money, electronic money, tokens accounted for the Client on his Currency.com Account to the Client's current (settlement) bank account, e-wallet, address (identifier) of the virtual wallet shall be carried out within three business days from the moment of receipt from the Client of an order to carry out such transfer in the manner provided for by the T&C while complying with the provisions stipulated in the T&C.

### **Transactions Made by Means of Using Third-party Software Specifically Integrated with the Company's Information System**

1. This Annex applies in the situations where individuals and legal entities (hereinafter for the purposes of this Annex referred to as "the clients") establish the contractual relationship with the Company and make transactions with it by means of using third-party software specifically integrated for this purpose with the Company's information system (hereinafter referred to as – "third-party software").

For the purposes of this Annex the third-party software means software (including virtual wallet, such as CryptoCourse) which is not owned by the Company, which the Company has no right to use, and which is integrated with the Company's information system by the agreement between its owner and the Company for making transactions between the clients and the Company by means of using such software.

This Annex does not apply to making transactions by means of using software which is not owned by the Company (including messengers) and which is not integrated with the Company's information system for making transactions between the clients and the Company by means of using such software.

The clients are obliged to use the third-party software on legal basis.

2. The contractual relationship between the clients and the Company is established in the process of creating Accounts on the Platform by the clients (in the process of passing the so-called «registration process on the Platform» or «onboarding flow» of the Company the access to which is provided by means of using relevant third-party software).

At the same time:

Clients' acceptance of the Company's offer which contain Terms and Conditions of Use of the Cryptoplatform (Trading Platform), Other Software and the Website (hereinafter for the purposes of this Annex referred to as – "the T&C") resulting in conclusion of the T&C between the Parties is carried out in electronic form by means of making the symbol "!" on accepting the agreement in the relevant virtual window and proceeding with the registration on the Platform for creating the Account. The said acceptance may be also expressed by means of signing the relevant documents in paper form or through other means. At the moment of this acceptance all the documents stipulated in sub-clause 2.1.1 of clause 2 of the T&C, which are the constituent parts of the agreement concluded between the clients and the Company, shall become binding on the clients;

clients pass or begin to pass the procedure of identification and, if necessary, other procedures in the sphere of preventing money laundering, terrorist financing and financing of proliferation of weapons of mass destruction, for which, inter alia, they provide the Company with images of the necessary documents.

3. In order to make transactions with the Company by means of using the third-party software the clients send the Orders to the Company via the third-party software. Clients are not entitled to send the Orders before creating the Account on the Platform.

For the purposes of this Annex the Order is an offer which is generated by the client (who is an offeror, i.e., a person who makes an offer to make a transaction) in the third-party software, comes from the client and is sent via the third-party software through communication channels to the Company (who is an acceptant, i.e., an addressee of the offer) to make the relevant transaction.

4. The Orders are generated by means of clicking by the client on the relevant virtual buttons (for example, virtual buttons "Buy" or "Sell", which may also cover cases of exchange of tokens) in the third-party software and entering data on the provisioning offered by the client on his side (in the process of generating the Order the client determines its subject).

The Order is addressed by the client to the Company on the following conditions:

the client offers the Company to accept from the client the provisioning provided by the client on his side in the Order;

the client as the consideration offers the Company to transfer to the client money, electronic money, or tokens (or another consideration) – depending on the nature of the

relevant transaction (sale-purchase or exchange or another transaction) and the nature of the consideration from the client's side. At the same time, the client offers that the amount of the Company's consideration due to the high level of volatility in token prices and the need of the Company to acquire the Order's object in a whole or in part from another company (liquidity provider) to be determined by the Company at the time of actual satisfaction (acceptance or execution) of the Order by the Company (what means the likelihood of discrepancy between the prices for tokens specified in the Order monitored by the client in the third-party software at the time the Token quotation order is sent, and the prices for tokens, based on which the Company has determined the amount of the consideration to the client under the relevant transaction);

the client offers the Company to consider that the Order cannot be revoked (i.e., is considered as an irrevocable offer).

5. The confirmation of the fact that the Company has accepted the Order of the client is communicated to the client via the third-party software in the form of electronic message, which indicates at least the type of transaction (for example, sale-purchase or exchange of tokens), its subject matter (name and quantity of tokens) and the amount of the transaction. The transaction is considered completed at the moment the client receives the specified confirmation via third-party software (this moment is the moment from which the said confirmation became available in the third-party software).

6. The client transfers to the Company the consideration on the transaction from his side first, i.e., before reception of the consideration from the Company. The third-party software may block (write-off) the amount of the client's consideration after the client sends the Order to the Company. At the same time, in case of sharp change (fluctuation) in the prices of tokens, the third-party software may ensure the reservation of funds of the client in the amount greater than client's consideration under that transaction. In the event that sharp change (fluctuation) in token prices does not occur the corresponding funds of the client shall be released from reservation (or returned to the client, if they have been withheld by reservation).

7. In dealings with the Company, the clients bear the risk of technical failures (errors) in the functioning of the third-party software. The Company is not liable for the quality of operation (including speed and continuity) of the third-party software.

8. In respect of transactions made by the clients using:

the Platform, other software and the Company's website, – the T&C and other documents constituting the agreement between the Company and the clients applies in full;

the third-party software, – the T&C and other documents constituting the contract between the Company and the clients applies insofar as they do not directly contradict to this Annex and (or) the essence (substance) of such transactions.

## The Commission Contract

### 1. Conclusion of the Present Contract and its Conditions

1.1. Under the present Contract the Company (commission agent) undertakes to make on behalf of the Client for remuneration one or several transactions with tokens in its own name, but at the expense of the Client. The Company shall acquire the rights and become obliged with regard to a transaction made by the Company with a third person.

Unless otherwise provided by the commission order the Company, at the Client's request, makes transactions of sale and purchase or exchange of tokens with third parties (depending on the terms of the commission order).

1.2. The present Contract is considered to be concluded at the moment of receipt by the Party that submitted the offer for its conclusion of the acceptance of this offer.

This offer stipulates the commission order (including the name and quantity of tokens to be acquired or alienated by the Company for the Client), the remuneration and, if necessary, other conditions on which this Contract is concluded. The presence of a Party's (Party representative's) signature on the offer is not mandatory (such signature may be missing).

This offer may be sent inter alia:

by means of using e-mail (to the Party e-mail address);

by means of using messengers (including Viber, Telegram, etc.);

by means of using the Platform or Website (including by filling the appropriate form in a specially created virtual environment and pressing a virtual button, expressing a positive expression of will (for example, "ok", "send", etc.);

by other means.

Acceptance of this offer can be made inter alia:

by means of sending the message of full and absolute acceptance of this offer via e-mail, messenger, the Platform or the Website. This message may include text or words expressing a positive expression of will (for example, "yes", "ok", "agreed" ("I agree"), "good", "good deal", "approved", "I accept", etc.), or contain a scanned image of a document expressing acceptance of this offer, or otherwise express the full and absolute acceptance of this offer. In respect of the Platform, if the Company is the addressee of the offer, such message may include the relevant note in the "Reports" section of the Platform, at the moment of its posting there, it is considered that the Client has received the acceptance of the offer;

by means of transferring money, electronic money or tokens (including cryptocurrency) by the Client to the Company for the commission order execution;

by other means.

If the Client submits this offer, it is irrevocable.

1.3. The present Contract is concluded by the Parties on the following terms and conditions, which together constitute the contents of the present Contract:

terms and conditions contained in the offer provided for in clause 1.2 of the present Contract;

terms and conditions contained in this Annex i.e., in Annex No. 4 to the Terms and Conditions of Use of the Cryptoplatfrom (Trading Platform), Other Software and the Website these T&C (hereinafter for the purposes of the present Contract referred to as – "the T&C");

the T&C – to the extent not directly contradicting the present Contract (the substance of it).

1.4. Unless another period is stipulated in the commission order, the commission order is executed by the Company not later than 5 business days from the date of:

transfer of funds to the Company for execution of the commission order;

conclusion of the present Contract, – in case the funds for execution of the commission order on the date of conclusion of the present Contract are available in sufficient amount on the Client's Account.

### 2. The Commission Order for the Acquisition of Tokens

2.1. The commission order for the acquisition of tokens means the Client's order to the Company to acquire tokens for the Client from the third party for money, electronic money or

in exchange for the Client's cryptocurrency, provided to the Company for execution of the given commission order. Funds for the acquisition of tokens must be provided by the Client to the Company no later than three business days from the date of conclusion of the present Contract unless other term is stipulated in the commission order.

The commission order for the acquisition of tokens may include the condition on getting the Client's approval for the price of the acquisition of tokens. If this condition is included, then the Parties shall start communicating by a messenger on the subject of the price approval as well as the quantity (lot) of tokens that corresponds to the said price. The Company shall ask a third party (a seller) to provide an offer in respect of the price, at which he is ready to sell (or otherwise alienate) the relevant tokens, as well as in respect of their quantity (lot). This information shall be communicated to the Client, and the Client shall be entitled to give the approval within the time period specified in the commission order by sending the word (expression) "yes", or "ok", or "agreed" ("I agree"), or "good", or "good deal", or "approved" ("I approve"), or "I accept"). This time period shall start running from the moment when such information is sent to the Client. If within this time period the approval is not expressed by the Client (the Company does not receive the approval), then it shall be considered that the Client has not given this approval and the Parties shall start the procedure of obtaining this approval again. The Client's tokens at the approved price may be acquired under one transaction or more transactions.

2.2. For the execution of the commission order for the acquisition of tokens:

2.2.1. money is being provided by means of crediting them to the bank account of the Company or, with the consent of the Company, to the bank account of the other party obtaining the money for the Company on its instructions. The money is considered as provided from the date of receipt it on such bank account;

2.2.2. electronic money is being provided by means of transferring it to the electronic wallet of the Company or, with the consent of the Company, to the electronic wallet of the other party obtaining the electronic money for the Company on its instructions. Electronic money is considered as provided from the date of receipt it by such electronic wallet;

2.2.3. cryptocurrency is deposited by the Client into his Account or is acquired by the Client on the Platform. Cryptocurrency is considered as provided from the date of the appearance in the Client's Account of the relevant quantity of cryptocurrency sufficient for the execution of the commission order;

2.2.4. the Client can allocate Fiat currency tokens accounted for him on his Account. By stipulating in the commission order Fiat currency tokens as funds for the acquisition of tokens Client provides to the Company an irrevocable offer to sell these Fiat currency tokens for the currency they representing (for the Company to buy out the Fiat currency tokens subject to the CURRENCY COM GLOBAL LLC White Paper Declaration on creation and placement of tokenised exchange-traded assets and digital tokens representing currencies, dated September 6, 2021) or, with the consent of the Company, for another currency, and instructs the Company to use the money constituting the acquisition price of these Fiat currency tokens for the execution of the commission order. This money is considered as provided from the date of withdrawal the relevant quantity of Fiat currency tokens from the Client's Account due to selling them to the Company.

2.3 The tokens acquired by the Company by means of the commission order execution are transferred to the address (identifier) of the Client's virtual wallet (or any another party obtaining Client's tokens on the Client's instructions) or are credited to the Client's Account depending on the terms of the commission order.

### **3. The Commission Order for the Alienation of Tokens**

3.1. The commission order for the alienation of tokens means the Client's instruction to the Company to alienate the Client's cryptocurrency provided by the Client to the Company for the execution of the commission order to a third party for money, electronic money or in exchange for cryptocurrency of another type. The cryptocurrency subject of alienating must be provided by the Client to the Company no later than three business days from the date of this Contract conclusion unless a different term is provided in the commission order.

The commission order for the alienation of tokens may include the condition on getting the Client's approval for the price of the alienation of the Client's cryptocurrency. If this condition is included, then the Parties shall start communicating by a messenger on the subject of the price approval as well as the quantity (lot) of cryptocurrency that corresponds to the said price. The Company shall ask a third party (a buyer) to provide an offer in respect of the price, at which he is ready to acquire the relevant cryptocurrency, as well as in respect of its quantity (lot). This information shall be communicated to the Client, and the Client shall be entitled to give the approval within the time period specified in the commission order by sending the word (expression) "yes", or "ok", or "agreed" ("I agree"), or "good", or "good deal", or "approved" ("I approve"), or "I accept"). This time period shall start running from the moment when such information is sent to the Client. If within this time period the approval is not expressed by the Client (the Company does not receive the approval), then it shall be considered that the Client has not given this approval and the Parties shall start the procedure of obtaining this approval again. The Client's cryptocurrency at the approved price may be alienated under one transaction or more transactions.

3.2. For the execution of the commission order for selling of tokens, the Client deposits cryptocurrency into his Account or acquires cryptocurrency on the Platform. Cryptocurrency is considered as provided from the date of appearance in the Client's Account of the relevant quantity of cryptocurrency sufficient for the execution of the commission order.

3.3. The commission order may provide alienation of the Client's cryptocurrency:

for money with the transfer by the Company of the money obtained from alienation of the cryptocurrency to the Client's bank account or to the bank account of the other party obtaining the money for the Client on his instructions;

for electronic money with the transfer by the Company of the electronic money obtained from alienation of the cryptocurrency to the Client's electronic wallet or to the electronic wallet of the other party obtaining the electronic money for the Client on his instructions;

for money or electronic money with alienating by the Company to the Client for them of Fiat currency tokens and crediting of these tokens to the Client's Account. In this case (when the commission order provides crediting of Fiat currency tokens to the Client's Account) the Client, by giving the commission order, provides the Company with an irrevocable offer for acquisition of Fiat currency tokens from the Company for money or electronic money obtained by the Company from alienation of the Client's cryptocurrency to the third party when executing the commission order;

for cryptocurrency with transfer of it to the address (identifier) of the Client's virtual wallet (or any other party obtaining tokens due to the Client on Client's instructions) or with crediting it to the Client's Account (depending on the terms of the commission order).

3.4. Funds obtained by the Company from alienation of the Client's cryptocurrency shall be provided to the Client in accordance with clause 3.3 of the present Contract.

#### **4. The Remuneration of the Company and Reimbursement of Expenses**

4.1 The amount of the Company's remuneration is defined in the offer stipulated in clause 1.2 of the present Contract. Unless otherwise provided for in such offer, the Company independently withholds the amount of the remuneration due to it (including additional remuneration for del credere, if it stipulated in such offer) from the funds provided by the Client for the execution of the commission order (including Fiat currency tokens and cryptocurrency), and (or) from the funds (including cryptocurrency) obtained by the Company from a third party because of execution of the commission order. If the remuneration for del credere is stipulated, then the del credere in respect of the performance of the transaction by the corresponding third party shall be deemed to be undertaken by the Company from the moment when the relevant contract is concluded.

The rates (prices) of tokens and currencies, based on which the remuneration is withheld, are determined by the Company at its sole discretion.

4.2 Because of the withholding of the remuneration the amount of funds provided by the Client for the execution of the commission order and (or) the amount of funds due to the

Client because of the execution of the commission order reduced by the amount of such remuneration.

4.3 If the Company made the transaction with tokens (executed the commission order) on terms more favorable than those which were stipulated in the commission order, the additional benefit is divided between the Parties as follows: thirty percent goes to the Client and seventy percent goes to the Company (unless otherwise stipulated in the commission order).

4.4 Expenses on execution of the commission order (including fees of the registers (ledgers) of transaction blocks (blockchain), the fees charged by counterparties of the Company) are borne by the Company if otherwise is not specified in the offer provided in clause 1.2 and clause 5.2 of the present Contract. If such an offer imposes such costs on the Client, they would be reimbursed by the Company by means of withholding them from the funds provided by the Client or due to the Client in the order provided in clauses 4.1 and 4.2 of the present Contract. In the same order the Company has the right to withhold amounts of reimbursement of expenses on storage of the Client's property in its possession.

## **5. Other Conditions**

5.1 The Company has the right to refuse performing of the present Contract by means of unilateral extrajudicial refusal:

5.1.1. in accordance with the T&C;

5.1.2. by means of sending a written notice to the Client (inter alia in the manner specified for sending an offer stipulated in clause 1.2 of the present Contract) no later than one day prior to the date of termination of the present Contract in the following cases:

in case of the impossibility of acquisition and (or) alienation of tokens discovered;

if the Company establishes a high risk that the Client's tokens and (or) virtual wallet addresses (identifiers), where the Client's tokens were located before they were received by the Company, were previously used in illegal activities (including on the trading platforms "Silk Road", "AlphaBay", "Hansa", "Dream Market", "CGMC", etc.);

in cases caused the Company's responsibilities in the sphere of preventing money laundering, terrorist financing and financing of proliferation of weapons of mass destruction (including if the Client has not provided the information (documents) necessary for the Company to fulfill such responsibilities at the Company's request);

if the Client fails to provide the Company with the funds for the execution of the commission order within the specified period.

5.2 In case of termination of the present Contract in a way other than its proper fulfillment (including by means of unilateral extrajudicial refuse to perform it) the funds provided by the Client for the execution of the commission order are returned to the Client after deduction of the amount of expenses incurred by the Company and calculated by the Company at its discretion.

5.3 The company at its discretion has the right to deviate from the instructions of the Client without preliminary request. In this case the Company is obliged within the reasonable term (generally, three business days) to notify the commissioner on the admitted deviations.

5.4 Information about the transaction with tokens made by the Company in execution of the commission order in any perceptible form, sent to the Client in the manner specified for sending the offer, which is stipulated in clause 1.2 of the present Contract, is considered as Company's report. If there are objections to this report, the Client must notify the Company of them within the day following the day of receipt of such report, by sending an e-mail to the Company's email address. In the absence of such objections this report is considered as accepted by the Client.

5.5 The accounting source document confirming the performance of business transactions under the present Contract (which is the contract for the provision of services by the commission agent) may be drawn up by the Party as a participant in the business transaction solely.

5.6 In case of cancellation of the commission order the Client is obliged immediately (not later than the day in which the Client has cancelled the commission order) to dispose of the property in the Company's custody. In case of unilateral extrajudicial refusal to perform

the present Contract the Client is obligated to dispose of its property in the Company's custody within two business days from the date of receipt of the notification of such refusal.

5.7 The prices of tokens have a high level of volatility. In this regard, if the funds provided by the Client for the execution of the commission order were insufficient for its full execution (inter alia, due to changes in the prices of tokens by a third party), the commission order is executed partially (or the Company has the right to unilaterally extrajudicially refuse to perform the present Contract in accordance with clause 5.1.2 of the present Contract). Such partial execution of the commission order, if carried out, is considered as proper fulfillment of the present Contract, accepted by the Client and shall not be recognized as deviation from the instructions of the Client.



**The Procedure of Concluding a Contract on the Individual Amount of the Fees and Charges, the Individual Amount of the Spread, the Individual Acquisition Price (Rate) of Tokens and Alienation Price (Rate) of Tokens by the Company**

1. The Company and the Client are entitled to conclude contracts on the individual amount of the Fees and charges, and (or) on the individual amount of the Spread, and (or) on the individual acquisition price (rate) and (or) alienation price (rate) of tokens by the Company (hereinafter referred to as – “the individual amount”) in accordance with this Annex or otherwise.

The procedure of concluding a contract on the individual amount which is concluded in accordance with this Annex, is defined in clauses 2 – 5 of this Annex.

2. Such contract on the individual amount is considered to be concluded at the moment of receipt by the Party which has sent the offer for its conclusion of the acceptance of this offer.

This offer shall specify:

the name and quantity of tokens to be acquired or alienated by the Client on the Platform;

the name of tokens that the Client expects to receive as a consideration under the relevant transaction (operation) on the Platform;

the individual amount (of a fee (charge), price (rate) and (or) the Spread);

other provisions, on which the contract on the individual amount is concluded, if necessary.

The offer may provide for specifying of an individual amount in respect of all or certain types of the Client’s transactions (operations) on the Platform (without stipulating the name and quantity of the tokens, in respect of which the individual amount shall apply).

The presence of the Party’s (the Party representative’s) signature on the offer is not mandatory (such signature may be missing).

If this offer is not simultaneously an order to acquire or alienate tokens on the Platform, the contract on the individual amount concluded by accepting it does not give rise to the Parties’ rights and obligations to acquire or alienate tokens, but sets out the individual amount for making (carrying out) transactions (operations) on the Platform.

If the Client submits this offer, it is irrevocable.

3. The offer provided for in clause 2 of this Annex may be sent inter alia:

by means of using e-mail (to the Party e-mail address);

by means of using messengers (including Viber, Telegram, etc.);

by means of using the Platform or the Website (including by filling the appropriate form in a specially created virtual environment and pressing a virtual button, expressing a positive expression of will (for example, “ok”, “send”, “Buy”, “Sell” etc.);

by other means.

4. Acceptance of the offer provided for in clause 2 of this Annex can be made inter alia:

by means of sending the message of full and absolute acceptance of this offer via email, messenger, the Platform or the Website. This message may include text or words expressing a positive expression of will (for example, “yes”, “ok”, “agreed” (“I agree”), “good”, “good deal”, “approved”, “I accept”, etc.), or contain a scanned image of a document expressing acceptance of this offer, or otherwise express the full and absolute acceptance of this offer. In respect of the Platform, if the Company is the addressee of the offer, such message may include the relevant note in the “Reports” section of the Platform, at the moment of which posting there it is considered that the Client has received the acceptance of the offer;

by other means.

5. The individual amount stipulated in the contract on the individual amount, which have been concluded in respect of certain quantity of tokens, shall apply to one or more transactions (operations) of the Client and is valid until the Client acquires or alienates the entire quantity of tokens in respect of which the individual amount is set (unless otherwise specified in the offer provided for in clause 2 of this Annex.

**Transactions Aimed at the Acquisition of Bank Payment Cards by the Client via the Application and (or) the Website, and the Client's Use of Bank Payment Cards Via the Application and (or) the Website**

**DISCLAIMER OF NO RESPONSIBILITY**

1. This Annex is applied in situations in which the Company promotes remote banking systems integrated into the Platform and (or) the Website (hereinafter for the purposes of this Annex referred to as – “RBS”) of banks and nonbank financial institutions (hereinafter for the purposes of this Annex referred to as – banks) that are partners of the Company.

2. In the situations provided for in clause 1 of this Annex, the Client:

2.1 reviews in the Platform and (or) on the Website bank payment cards issued by banks (hereinafter for the purposes of this Annex referred to as – “BPC”), and through the RBS of the relevant bank can select the BPC and conclude a contract with the bank that regulates the relationship between the Client and the bank regarding the issue into circulation (emission) and use of the BPC. At the same time, payment for the BPC issuance into circulation (emission) and (or) maintenance in money can be made by the Client inter alia by alienating the tokens accounted for the Client on his Currency.com Account, and subsequent transfer by the Company of money due to the Client based on the results of this alienation to the bank in payment for the BPC issuance into circulation (emission) and (or) maintenance;

2.2. may, using the Platform and (or) on the Website, review the balances of its BPC (the amount (balance) of funds in the Client's bank accounts access to which is provided using the BPC), if there is such a function in the Platform's interface and (or) on the Website;

2.3. can, through the RBS using the BPC, deposit money on the Platform and (or) in the Financial Application and (or) withdraw money from the Platform and (or) from the Financial Application (if there is such a function in the Platform's interface and (or) on the Website).

3. By concluding the Terms and Conditions of Use of the Cryptoplatfrom (Trading Platform), Other Software and the Website (hereinafter for the purposes of this Annex referred to as – the T&C), the Client agrees to provide the Company with information constituting his bank secrecy to the extent necessary for the execution of this Annex, including the amount (balances) of funds in the respective bank accounts of the Client in the case provided for in sub-clause 2.2 of clause 2 of this Annex.

4. The Client's payment for the BPC issuance into circulation (emission) and (or) maintenance by alienating the tokens accounted for the Client on his Currency.com Account, and subsequent transfer by the Company of money due to the Client based on the results of this alienation to the bank in payment for the BPC issuance into circulation (emission) and (or) maintenance is carried out in the following way.

The Client clicks a virtual button, the name of which indicates the intention to pay in the above way, for example, “Pay with funds from the alienation of tokens”. In this case, the Client chooses the tokens he wants to alienate.

If the Client has chosen to alienate Fiat currency tokens, then clicking on the above virtual button or the virtual button that follows it expressing a positive expression of will (for example, “OK”) means that the Client sends the Company an offer to sell the corresponding amount of Fiat currency tokens to the Company for the currency that these tokens represent (or, with the consent of the Company, for another currency), and orders to transfer money due to the Client in payment for these Fiat currency tokens, to the bank as a payment for the BPC issuance into circulation (emission) and (or) maintenance.

By means of such an order, the Client imposes on the Company his obligation to carry out this payment, arising from the relevant contract with the bank. The named offer can be accepted in an amount sufficient to carry out this payment, and the remaining Fiat currency tokens remain in the Client's Currency.com Account or are returned to it (if they have been charged off).

If the Client has chosen to alienate the cryptocurrency or other tokens that are circulated (quoted) on the Platform (in cases where such a choice is provided for the Client), then clicking on the above virtual button or the virtual button that follows it expressing a positive expression of will (for example, "OK") means simultaneously:

sending by the Client a relevant order for the alienation of the tokens of his choice in exchange for Fiat currency tokens at the tokens trading (sub-clause 6.4 of clause 6 of the T&C);

sending by the Client of the Company an offer to sell to the Company Fiat currency tokens received from the above exchange for the currency that these tokens represent (or, with the consent of the Company, for another currency), and orders to transfer money due to the Client in payment for these Fiat currency tokens, to the bank as a payment for the BPC issuance into circulation (emission) and (or) maintenance. By means of such an order, the Client imposes on the Company his obligation to carry out this payment, arising from the relevant contract with the bank. In the event that the Client sells cryptocurrency in an amount that is excessive for carrying out the named payment, the corresponding surplus is credited to the Client's Currency.com Account in Fiat currency tokens which represent the currency in which the surplus was generated.

When making transactions provided for in this clause, prices (quotes) for tokens are applied which are determined by the Company at its discretion.

In connection with the execution of transactions provided for in this clause, including for the execution of relevant orders, the Company has the right to charge the Client remuneration (including Fees and charges specified in clause 9 of the T&C), for the payment of which, in the amounts established by the Company (on the Website or otherwise), the Client expresses his consent by concluding the T&C.

5. Deposit and withdrawal of funds via the RBS using the BPC (sub-clause 2.3 of clause 2 of this Annex), shall be carried out in the manner specified in clauses 5 and 7, with the sending by the Client of the orders specified in sub-clause 6.4 of clause 6 of the T&C and offered to the Client in the respective interface.

## General Conditions for Digital Tokens (Tokens) Alienation

### 1. Key terms and their definitions

<b>Funds</b>	money, electronic money of the Acquirer, <i>inter alia</i> those held by the Company and accounted for the Acquirer in his Account.
<b>Agreement</b>	a hybrid contract (containing the elements of a sale and purchase agreement, or an exchange agreement and (or) other agreements) on the basis of which the Company alienates digital tokens (tokens) (hereinafter referred to as “tokens”) or property rights in respect of them concluded between the Company and the Acquirer.
<b>Order</b>	an offer sent by the Acquirer of the Company by means of the Information System (via the Account or otherwise) to conclude the Agreement (the Company shall be also entitled to admit to consideration this offer sent in paper form or through other means). If the Acquirer in the course of trading in tokens (tokens trading) sends the Order, it simultaneously serves as the acceptance of the counter (offsetting) order of another token trader (including the Company Order). The Order form is determined by the Company (the word “Order” in this form may not be used).
<b>Company Order</b>	an order for purchase and (or) sale of tokens for money or electronic money, or exchange tokens of one type for tokens of another type, performing the functions of both the offer and the acceptance, placed by the Company in the trading system of the Company.
<b>Information System</b>	a set of data banks, information technologies and a complex (complexes) of software and hardware tools used by the Company to carry out its activities, including the cryptoplatform (trading platform) “Currency.com”, the mobile application “Currency.com Exchange”.
<b>Company</b>	CURRENCY COM GLOBAL LLC, reg. number: 1291 LLC 2021, registered address: First floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines.
<b>Acquirer</b>	an individual or a legal entity who is a client of the Company and who acquires (intends to acquire, has acquired) tokens or property rights in respect of them from the Company. The information allowing to identify this person has been communicated by him by indicating them on the Company’s website on the Internet (or in any other way offered by the Company) during creation of the Account and has been placed on record by the Company.
<b>Parties</b>	parties to the Agreement (the Acquirer and the Company).

**Conditions of Alienation**

These General Conditions for Digital Tokens (Tokens) Alienation, which are an integral part of the Agreement.

**Account**

the account created by the Acquirer in the Information System and used by the Acquirer to perform various activities in the Information System and to account for the Acquirer's Funds and tokens held by the Company.

**2. Procedure for token alienation**

2.1. Tokens may be alienated by the Company in the following ways:

2.1.1. in trading in tokens (tokens trading) in the Company's trading system (hereinafter referred to as "trading in tokens") based on the competition of orders for acquisition and alienation of tokens submitted by various token traders and the Company to the Company's trading system;

2.1.2. out of trading in tokens (direct alienation by the Company to the Acquirer).

2.2. The In case of revealing by the Acquirer of technical failures (errors) in the Information system, it is obliged to inform immediately the Company about them (by sending of the corresponding message to the e-mail address support@currency.com or in other way providing operative reception by the Company of the information on the specified technical failures (errors)). The Acquirer shall not be entitled to use technical failures (errors) in the Information System to obtain any benefit for himself or other persons or to cause any damage (harm) to other persons.

2.3. The subject matter of the Agreement shall be determined by the Orders (and in the event of token alienation in trading in tokens – also by the Company Orders opposite to the Orders) and may provide, among other things, for the Acquirer's receipt of the title of property to the tokens (property rights in respect of tokens) alienated by the Company for Funds in exchange for tokens of other type, etc. (the subject matter of the Agreement may be provided in the confirmation specified in sub-clause 3.2.4 of clause 3 of the Conditions of Alienation, or in the electronic message specified in sub-clause 3.3.2 of clause 3 of the Conditions of Alienation, or in the agreement provided for in sub-clause 2.4.2 of this clause). The subject matter of the Agreement may provide for the alienation of tokens in the order of their placement (in which case the Acquirer acts as the first owner of the respective tokens).

2.4. Unless otherwise provided by the Conditions of Alienation, the terms of the Agreement are set out in the following constituent parts:

2.4.1 when alienating tokens in trading in tokens – in the T&C o, the agreement for participation in trading in tokens, the Conditions of Alienation, as well as in the Order satisfied by the trading system of the Company (or, as an alternative to the Order, in the confirmation specified in sub-clause 3.2.4 of clause 3 of the Conditions of Alienation);

2.4.2 when alienating tokens out of trading in tokens – in the T&C, the Conditions of Alienation, as well as the Order sent by the Acquirer and accepted by the Company (or, as an alternative to the Order, in the electronic message specified in sub-clause 3.3.2 of clause 3 of the Conditions of Alienation). Instead of the Order the subject matter of the Agreement as well as other conditions of tokens alienation may be determined in a separate agreement, *inter alia* signed by the Parties in paper form;

2.4.3 when alienating the Company's own tokens created by the Company or on its behalf by another person (including in the order of their placement) – along with the constituent parts provided for in sub-clauses 2.4.1 and 2.4.2 of this paragraph – also in the relevant White Paper Declaration approved by the Company;

2.4.4 when tokens are alienated on individual conditions – also in the relevant agreements that establish the individual conditions.

2.5. In case of contradictions between the constituent parts of the Agreement, in its interpretation these contradictions shall be resolved in favor of:

2.5.1 agreements that establish the individual conditions – in relation to other constituent parts of the Agreement (except for the case stipulated in sub-clause 2.5.3 of this clause);

2.5.2 the Order satisfied by the trading system of the Company or confirmation, specified in sub-clause 3.2.4 of clause 3 of the Conditions of Alienation (when alienating tokens in trading in tokens) or the Order sent by the Acquirer and accepted by the Company, or the electronic message specified in sub-clause 3.3.2 of clause 3 Conditions of Alienation, or the agreement provided for in sub-clause 2.4.2 of this clause (when alienating tokens out of trading in tokens) – in relation to other constituent parts of the Agreement (except for the case stipulated in sub-clause 2.5.3 of this clause);

2.5.3 the Conditions of Alienation – with respect to other constituent parts of the Agreement, except for the constituent parts of the Agreement specified in sub-clause 2.5.1 of this clause (except for the case provided for in sub-clause 2.5.3 of this clause);

2.5.4 the relevant White Paper Declaration approved by the Company's head (when alienating the Company's own tokens created by the Company or on its behalf by another person (including in the order of their placement)) – in relation to other constituent parts of the respective Agreement.

2.6. Although the T&C, the agreement for participation in trading in tokens, the Conditions of Alienation and in appropriate cases – White Paper Declarations approved by the Company's head, are considered to be constituent parts of the Agreement, they are also present separate (independent) agreements binding upon their parties, regardless of whether or not the Agreement is in general considered to be concluded and (or) valid. In case the Acquirer has used of the possibility of postponed identification in accordance with sub-clause 4.14 of clause 4 of the T&C, the said agreements and (or) the Agreement in general shall be deemed to be concluded from the moment specified in sub-clause 4.15.3 of clause 4 of the T&C.

2.7. The conditions of the Agreement on the types and (or) amounts of the remuneration may be set forth by the Company in the cryptoplatform (trading platform) "Currency.com" and (or) on the Company's Internet site ([www.currency.com](http://www.currency.com), <https://exchange.currency.com>).

2.8. The Company is entitled in the cases determined by it at its sole and absolute discretion to carry out transfer of the title of property to tokens (including the ones being placed) to the Acquirer on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis (including within advertising actions and other promotional events). The Company shall inform the Acquirer about such a transfer. The title of property to such tokens shall be considered to emerge on the side of the Acquirer from the moment of adding (augmenting) the quantity of these tokens to the quantity of tokens accounted for the Acquirer on his Account before by the Company. The Acquirer consents to accept the title of property to any said tokens. From the said moment between the Company and the Acquirer there shall be deemed to be concluded a contract under which the Company transfers to the Acquirer the title of property to the relevant tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in respect of the actually added (augmented) quantity of these tokens. The type and quantity of these tokens shall be determined by the Company at its sole and absolute discretion, unless otherwise provided by the agreement of the Parties. This sub-clause shall be applied to the relations of the Parties under the said contract; other provisions of the Conditions of Alienation shall not be applied to them. Special aspects of conclusion, performance, amending and termination of the said contract may be stipulated by the Terms and Conditions, in which case with respect to interpretation and application of the said contract the provisions of the T&C shall prevail over the provisions of this sub-clause.

2.9. In the Conditions of Alienation as well as in the interface of the Information System:

2.9.1. under acquisition and alienation of tokens (the title of property to the tokens) which are cryptocurrencies (hereinafter for the purposes of this sub-clause referred to as

“cryptocurrency”) the Parties shall understand acquisition and alienation of the property right to obtain from the Company the title of property (to demand from the Company to transfer the title of property) to the relevant quantity of cryptocurrency within the time limit of not later than three business days from the date of acquisition of this property right by the Acquirer (hereinafter for the purposes of this sub-clause referred to as “the property right”), unless otherwise provided for by sub-clause 2.9.2 of this clause. In the Information System with the property right one may carry out all the transactions which can be carried out in the Information System with cryptocurrency. The property right shall be deemed to be acquired or alienated at the moment of conclusion of the agreement under which it is acquired or alienated. The fact of acquisition by the Acquirer of the property right under the relevant agreement shall create (give rise to) the Company’s obligation to acquire the relevant quantity of cryptocurrency from a third party (or to separate out this quantity from the Company’s own cryptocurrency) and to transfer the title of property to it to the Acquirer within the aforesaid time limit, unless otherwise provided for by sub-clause 2.9.2 of this clause (the said fact shall be accounted on the Acquirer’s Account in the form of a record about the same quantity of cryptocurrency as in respect of which the Acquirer has acquired the property right as though the Acquirer has not acquired the property right but has acquired directly the title of property to the relevant quantity of cryptocurrency). The title of property to the relevant quantity of cryptocurrency shall be deemed to be transferred to the Acquirer (to emerge on his side) at the moment of its acquisition by the Company from a third party and in the case of separation out from the Company’s own cryptocurrency – at the moment of the aforesaid accounting on the Acquirer’s Account (at that, the title of property to the cryptocurrency is deemed to be transferred to the Acquirer for consideration – i.e. for the price which has been paid by the Acquirer for the property right.). The fact of alienation of the property right by the Acquirer to the Company shall entail termination of the aforesaid Company’s obligation, arisen out of acquisition of the property rights by the Acquirer, by means of confusion of debts;

2.9.2. the provisions of sub-clause 2.9.1 of this clause shall be applied in respect of Leverage-operations (the expression “Leverage-operation” shall be understood in accordance with the T&C), under which making investments in change in prices for cryptocurrencies is carried out, – with regard to such cryptocurrencies and with account taken of the following specific features. The relevant property right shall present the right to obtaining from the Company the title of property (the right to demand from the Company transferring the title of property) to the relevant quantity of cryptocurrency within the time limit prescribed by the agreement between the Acquirer and the Company, concluded for closing (termination) of the Leverage-operation in a different manner than that provided for by the Information System. The fact of acquiring by the Acquirer this property right together with the fact of conclusion of the said agreement shall create (give rise to) the Company’s obligation to acquire the relevant quantity of cryptocurrency from a third party (or to separate out this quantity from the Company’s own cryptocurrency) and to transfer the title of property to it to the Acquirer within the time limit prescribed by the said agreement;

2.9.3. the provisions of sub-clause 2.9.1 of this clause shall be applied in respect of the cryptocurrency obtained by the Acquirer as a result of closing (termination) of Leverage-operations – in the cases in which the Acquirer carrying out Leverage-operations has invested cryptocurrency.

### **3. Conclusion of the Agreement**

3.1 The Agreement shall be deemed concluded if the Parties have reached an agreement on all the conditions provided for in all the constituent parts of the Agreement.

3.2 The agreement on all the conditions provided for in all the constituent parts of the Agreement shall be deemed to have been reached if all the following circumstances occur in aggregate:

3.2.1 when alienating tokens in trading in tokens:

3.2.2 the Acquirer has assented (agreed) to the Terms and Conditions, as well as the Conditions of Alienation in electronic form when the Acquirer creates an Account by means of making the symbol “!” on accepting the agreement in the relevant window and proceeding

with the registration for creating an Account (with the receipt by the Company in electronic form confirmation of the fact of expression of this consent with the recording of the time of its receipt). This assent may be also expressed by means of signing the relevant documents in paper form or through other means;

3.2.3 the Acquirer has assented (agreed) to the agreement for participation in trading in tokens in electronic form if the Acquirer is granted the status of a token trader (admission to the trading in tokens), which may take place when the Acquirer creates an Account, by means of making the symbol “!” on accepting the agreement in the relevant window and proceeding with the registration for creating an Account (with the Company receiving an electronic confirmation of the fact of expression of this consent with the recording of the time of its receipt). This assent may be also expressed by means of signing the relevant document in paper form or through other means;

3.2.4 the Company's trading system in whole or in part (the possibility of partial satisfaction (execution) takes place as a general rule unless otherwise provided for in the respective Order and the Company Order) has satisfied (executed) the counter (offsetting) Order and the Company Order with the overlapping (crossing) price conditions (with the receipt by the Acquirer in electronic form of confirmation of the fact of satisfaction (execution) stating the conditions on which the satisfaction (execution) has been made, and also with recording the time of satisfaction (execution)). Satisfaction (execution) of the corresponding Order and the Company Order shall be considered acceptance of the offer (the one placed in the Company's trading system earlier shall be considered to be an offer, and the one placed later shall be considered to be an acceptance);

3.2.5 when alienating tokens out of trading in tokens:

3.2.6 the Acquirer has assented (agreed) to the Terms and Conditions, as well as the Conditions of Alienation in electronic form when the Acquirer creates the Account by means of making the symbol “!” on accepting the agreement in the relevant window and proceeding with the registration for creating an Account (with the receipt by the Company in electronic form confirmation of the fact of expression of this consent with the recording of the time of its receipt). This assent may be also expressed by means of signing the relevant documents in paper form or through other means;

3.2.7 the Company has accepted the corresponding Order (with receipt by the Acquirer in electronic form of confirmation of the fact that the Company has made this acceptance);

3.2.8 when alienating tokens created by the Company (including in the order of their placement) – in addition to the circumstances provided in sub-clauses 3.2.1 and 3.2.5 of this clause – the Acquirer has assented (agreed) in electronic form to (with) the corresponding White Paper Declaration, approved by the head of the Company, by means of making the symbol “!” on accepting the agreement in the relevant window and proceeding with the registration for creating an Account (with receipt by the Company in electronic form of confirmation of the fact of expression of this consent with recording of the time of its receipt). This assent may be also expressed by means of signing the relevant documents in paper form or through other means.

3.3 Unless otherwise is stipulated in sub-clause 2.6 of clause 2 of the Conditions of Alienation, provided that all the circumstances stipulated in sub-clause 3.2 of this clause are present, the Agreement shall be deemed to be concluded at the moment of (which is considered to be the moment of receiving the acceptance of the offer by the offeror):

3.3.1 satisfaction (execution) of the counter (offsetting) Order and the Company Order with the overlapping (crossing) price conditions by the Company's trading system (when alienating tokens in trading in tokens);

3.3.2 receipt by the Acquirer of confirmation of the fact that the Company has made acceptance provided for in sub-clause 3.2.7 of this clause (when alienating tokens out of trading in tokens). This confirmation shall be sent to the Acquirer immediately after the acceptance has been made in the form of an electronic message containing all the conditions of the relevant transaction, formulated on the basis of the Order text (in this case the texts of other constituent parts of the Agreement are not duplicated in this message), and the fact of its receipt (with indicating the time) shall be established by the Company. This confirmation may also represent



a corresponding record in the section “Reports” of the Acquirer’s Account in the Information System, and at the time of its appearance there it is considered that the Acquirer has received the confirmation of the fact that the Company has made the aforesaid acceptance.

3.4 The title of property to tokens which is transferred to the Acquirer in fulfillment of the Company’s obligations in respect of the tokens created by the Company or under her task by another person shall move to the Acquirer (emerge on his side) at the moment of accounting (recording) these tokens on the Acquirer’s Account, unless otherwise provided for by the relevant White Paper Declaration.

3.5 The title of property to tokens being the object of the Agreement shall pass to the Acquirer (emerge on his side) from the moment of conclusion of the Agreement, unless otherwise provided for in sub-clause 2.9 of clause 4 of the Conditions of Alienation or in the agreement provided for in sub-clause 2.4.2 of clause 2 of the Conditions of Alienation.

#### **4. Submission and consideration of the Order**

4.1. The Order shall be sent (submitted) via the Information System in the form provided for (displayed) in the Information System. In addition to the information required for the Parties to reach an agreement on the subject matter of the Agreement, other information (conditions) may be provided for in this form. The Company shall be entitled but not obliged to admit to consideration the Order sent in paper form or through other means.

4.2. The Order shall be considered to be submitted (received by the Company) at the moment of its registration in the Information System. This registration shall be carried out during the time when the tokens trading in respect of the relevant tokens is conducted in the Company’s trading system (sub-clause 4.8 of this clause). The registration of the Order may not be carried out and the Order may not be admitted to participation in trading in tokens for the purpose of implementation of the pre-emption right provided for in the agreement on alienation of digital tokens (tokens) of legal entities other than CURRENCY COM GLOBAL LLC in the manner of placing.

4.3. When alienating tokens out of trading in tokens, the Company shall ensure that the time of sending (submitting) the Order is recorded within the accuracy to seconds and that the electronic message providing for this time is immediately sent to the Acquirer after receiving the respective Order from the Acquirer.

4.4. By submitting the Order, the Acquirer confirms (represents to the Company) that, in accordance with the Applicable legislation and of the country whose citizenship he (it) holds (the country where it is established, registered or has its residence or domicile):

4.4.1. he (it) has the right to make and execute a transaction (operation) with tokens, which it initiates by sending the Order;

4.4.2. the Company has the right to make and execute a transaction (operation) with tokens, which he (it) initiates by sending the Order;

4.4.3. the conclusion and performance of the Agreement is lawful.

4.5. By submitting the Order, the Acquirer confirms (represents to the Company) that he (it):

4.5.1 has a sufficient level of knowledge and skills to be a party to a token transaction (operation), which it initiates by submitting the Order;

4.5.2 is fully aware of the legal consequences of the above mentioned transaction (operation) settlement;

4.5.3 is not a person with whom the Company is not entitled to establish relations in accordance with the Applicable legislation;

4.5.4 does not have the place of residence or the place of registration (is not founded or registered) in the countries (territories) included by the Company in the list of prohibited jurisdictions (this list is placed on the Company’s website on the Internet), is not a citizen

(national) of such countries and, in case the Acquirer is a legal entity, that it does not have in these countries (territories) representative offices, branch offices and other separate divisions;

4.5.5 will not use the Information System to conduct illegal and (or) unfair (bad faith) activity;

4.5.6 will not spread any document unsupported information on the Company and (or) its activity as well as information which is not compliant with the Applicable legislation.

4.6. Immediately after the Order is received the Company shall review the Order to ensure that it meets the content requirements set forth in the Order Form and that the Company is able to execute it, taking into account the amount of the Acquirer's Funds and tokens held by the Company.

4.7. The Order, received by the Company, is accepted by the Company's trading system (when alienating tokens in trading in tokens) or accepted by the Company (when alienating tokens out of trading in tokens) only if the following circumstances are present in the aggregate:

4.7.1. the Order complies with the requirements to its content stipulated in the Order form (including the nature and size (amount) of money and (or) other objects of civil rights, which constitute the Acquirer's consideration under the Agreement (e.g., the objects the which (the title of property to which) will be (have been) transferred to the Company by the Acquirer for the performance of the obligations of the latter under the Agreement);

4.7.2. the Company has the ability to execute it. This ability is not available (may not be available), including if the Company has requested from the Acquirer certain documents (their copies, images) and (or) information (materials) in order to execute the Order in accordance with the requirements in the field of prevention of money laundering, financing of terrorist activities and proliferation of weapons of mass destruction, and the Acquirer has not provided them, or if the Order is otherwise hindered from execution by these requirements, as a result of lack of liquidity (illiquidity) (including as a result of non-provision of liquidity by the Company's counterparty), outside the time when the tokens trading in respect of the relevant tokens is conducted, as well as by technical and other reasons;

4.7.3. the amount of the Acquirer's Funds and tokens held by the Company is sufficient for the execution of the Order (unless otherwise provided in the Order form or otherwise determined by the Company).

4.8. The Order submitted by the Acquirer (including out of trading in tokens) and come to the Company shall deemed to be received only during the time when the tokens trading in respect of the relevant tokens is conducted in the Company's trading system (this time shall be determined and changed by the Company at its sole and absolute discretion and posted on its website on the Internet), unless otherwise expressly permitted by the Company.

### The procedure for concluding a contract with the clients of Currency Com Bel LLC

1. This Annex applies in situations in which a natural person (hereinafter in this Annex referred to as “the potential Client”) wishes to establish a contractual relationship with the Company as part of the transfer for service from Currency Com Bel Limited Liability Company (hereinafter in this Annex referred to as “Currency Com Bel LLC”) to the Company (hereinafter in this Annex referred to as “transfer for service”).

Transfer for service involves the establishment of a contractual relationship between the potential Client and the Company, as well as ensuring the transfer of the potential Client's funds (the title of property to them) from Currency Com Bel LLC to the Company at the request of such Client.

2. For the purposes of this Annex, the potential Client shall mean a client of Currency Com Bel LLC incorporated (established) in the Republic of Belarus under the number 193130368, with whom the Company establishes a contractual relationship.

3. The establishment of a contractual relationship between the potential Client and the Company is understood to mean the conclusion of the agreement posted on the Internet at <https://currency.com/stv-regulation> (hereinafter in this Annex referred to as “the Agreement”). An offer to conclude the Agreement may be sent by the Company to the potential Client, including via the Platform in the Company's sole discretion. This offer may be accepted by the potential Client electronically by pressing the virtual button “I agree” or “Ok” or any other virtual button, which expresses a positive expression of will. The said acceptance may also in the Company's sole discretion be carried out by signing the relevant documents on paper or by other means.

4. Currency Com Bel LLC shall bear all costs arising in connection with ensuring the transfer of the potential Client's funds (the title of property to them) from Currency Com Bel LLC to the Company at the request of the potential Client when transfer for service, in particular the reflection (confirmation) of transactions (operations) in the register (ledger) of transactions blocks (blockchain), including expenses for paying remuneration to miners as well as expenses for paying fees to banks and other executors of payment services (unless otherwise agreed between Currency Com Bel LLC and the potential Client).

5. The following types of tokens<sup>1</sup> created and placed by Currency Com Bel LLC<sup>2</sup> and cryptocurrencies owned by the potential Client may be held on the account created by Currency Com Bel LLC (hereinafter in this Annex referred to as “Old Account”) at the time of transfer for service:

5.1. fiat currency tokens;

5.2. other tokens representing currencies, tokenised exchange-traded assets, tokenised futures;

5.3. cryptocurrencies.

6. Upon the establishment of the contractual relationship, the potential Client shall become the Client of the Company, which in turn shall establish a Currency.com Account for the Client (hereinafter in this Annex referred to as “New Account”) and undertake to do the following:

6.1. to credit Fiat currency tokens, and/or Tokenised exchange-traded assets, and/or Tokenised futures, and/or Other tokens representing currencies; and/or

6.2. to accept the Client's cryptocurrency from Currency Com Bel LLC and credits it to the New Account. In the Platform and related software used by the Company to administer work with Clients, this withdrawal may be referred to as a credit operation or other operations.

7. The funds specified in clause 6 of this Annex shall be credited to the New Account in the amount accounted for the Client in the Old Account at the time of transfer for service.

---

<sup>1</sup> Other tokens that may be held in the Client's Old Account are not covered by this Annex and issues to them, related to Client's transfer to the Company are resolved on an individual basis.

<sup>2</sup> The relevant White Paper Declarations are available on the Internet at: <https://currency.com/agreement>.

8. From the moment of the establishment of the contractual relationship, the Client shall send the request to Currency Com Bel LLC:

8.1. to write off all Fiat currency tokens, and/or Other tokens representing currency, and/or Tokenised exchange-traded assets, and/or Tokenised futures (hereinafter collectively referred to as the "Currency Com Bel's LLC tokens") accounted for the Client, from his Old Account and credit to the account of the Company in Currency Com Bel LLC (within 15 days from the date of establishment by the Client of the contractual relations with the Company unless otherwise provided by Currency Com Bel LLC). The writing off and crediting of tokens specified in this sub-clause is carried out in connection with the exchange by the Client of all Currency Com Bel's LLC tokens accounted on Client's Old Account, for similar tokens created by the Company (according to the "1 to 1" principle) and after the Company credits the specified tokens to the Client's New Account;

8.2. to withdraw the cryptocurrency in the amount accounted for the Client on Client's Old Account (if any) to the address (identifier) of the virtual wallet of the Company or the liquidity provider of the Company (or to another person for transfer to the Company) or the account of the Company with the liquidity provider (within 15 days from the date the Client establishes contractual relations with the Company, unless otherwise provided by Currency Com Bel LLC). The Client's cryptocurrency can be withdrawn together with the cryptocurrency of other Clients.

9. The Company shall be obliged to inform Currency Com Bel LLC of the moment of the establishment of the contractual relationship with the Client (the moment the Client accepts the offer of the Company as defined in clause 3 of this Annex) and of the crediting of the funds to the New Account.

10. The Company shall be obliged to accept information from Currency Com Bel LLC about the Client's funds accounted in the Client's Old Account.

11. In the New Account, following the results of transfer for service, the "Reports" section of the Platform will display both transactions (operations) on the Platform made after transfer for service, and transactions (operations) on the Platform made before transfer for service.

12. By accepting these T&C (by concluding these T&C), the Client expresses consent to the processing of Client's personal data (including information on the types and amounts of the Client's funds with Currency Com Bel LLC) for the purpose of transfer for service.

13. The Client is informed that in the territory of the state where the Currency Com Bel LLC is registered, an adequate level of protection of the rights of subjects of personal data may not be ensured, as well as the risks arising from the lack of an adequate level of protection.

14. Consent to the processing of personal data for the purpose of transfer for service is given for the period necessary for transfer for service.

15. Consent to the processing of personal data is given for the implementation of any action or set of actions performed with personal data, including collection, systematization, storage, modification, use, depersonalization, blocking, distribution, provision, as well as their deletion.