VECTR FINANCE LIMITED

TERMS AND CONDITIONS

SECTION A
BACKGROUND INFORMATION

1.1 Thank you for choosing Vectr Finance Limited (**"Vectr"**, **"we"**, **"us"** and **"our"**).

1.2 Vectr offers the Vectr Services through the Vectr Platform. By entering into this Agreement, you will be granted access to the Vectr Platform.

1.3 From time to time, we will provide you with the Vectr Services under separate Service Schedules, which will incorporate the terms of this Agreement and will be circulated to you upon your acceptance of this Agreement.

1.4 We are a company incorporated and registered under the laws of the Province of Ontario, Canada, bearing registration number 1001370227. We are registered with the Bank of Canada as a payment service provider under the Retail Payment Activities Act (**"RPAA"**) and registered with FINTRAC as a money services business under registration number C100001149. Our registered address is: 600 - 10 King Street E, Toronto, Ontario, Canada, M5C 1C3

1.5 The Fees applicable to the Vectr Services will be communicated to you in a separate Service Schedule upon acceptance of this Agreement.

1.6 The Vectr Services involve Digital Assets, which may result in you and/or your End-Users purchasing, exchanging, selling, holding or otherwise engaging with Digital Assets. You should carefully consider whether engaging with Digital Assets is suitable for you, bearing in mind the associated risks. A summary of those risks is set out in the Risk Disclosure Schedule in Section E.

1.7 Certain information required under Applicable Law is provided to clients through our published policies, procedures, and disclosures available on our Website (https://vectr.finance/). These documents form part of this Agreement and shall be read together with it. By entering into this Agreement, you acknowledge and agree that these Policies apply to you and govern your use of the Vectr Services.

SECTION B
ACCEPTANCE OF AGREEMENT

1.1 You will accept to be bound by the terms of this Agreement either: (a) via the Vectr online onboarding process by clicking 'I agree' or 'submit'; (b) by using the Vectr Platform; or (c) by manually signing an Agreement sent to you (by electronic means). Either way, you irrevocably offer to enter into this Agreement, and Vectr may accept or reject your offer at its sole discretion.

1.2 This Agreement, together with the applicable Service Schedules, will only come into effect and become binding upon Vectr once: (a) you receive the applicable Service Schedule setting out all Fees for the Vectr Services; and (b) Vectr has confirmed that you have successfully completed its verification process and onboarding checks, at which point Vectr will start providing the Vectr Services you have applied for and are eligible to receive.

1.3 Vectr shall obtain and record valid acceptance of this Agreement from all clients in a manner compliant with Applicable Law prior to providing any Vectr Services. A copy of the executed Agreement will be provided to each client following acceptance.

1.4 Vectr shall notify clients in writing of any changes to this Agreement at least 30 (thirty) calendar days before such changes take effect, unless otherwise required by Applicable Law.

SECTION C
INTERPRETATION AND GLOSSARY OF DEFINED TERMS

1 PRINCIPLES OF INTERPRETATION

1.1 Headings are for convenience only and do not affect interpretation. References to "you" or "your" mean you, your business or organisation; if two or more persons are comprised in that expression, we mean each person separately and all of them jointly.

1.2 Unless expressly stated otherwise, "business day" means any day (other than a Saturday, Sunday, or statutory holiday) when banks are generally open for business in the Province of Ontario, Canada.

1.3 References to a person include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, or governmental agency. References to a statute include subordinate legislation made under it and any amendments, re-enactments or replacements from time to time. References to the singular include the plural and vice versa; references to a gender include every gender; and references to writing include e-mail.

1.4 A reference to a "party" or the "parties" means you and/or us as the context requires. The words "include", "including" or similar expressions are illustrative only and do not limit the related general words.

1.5 Any obligation on you to do, or refrain from doing, any act or thing includes an obligation to procure that your Personnel also do, or refrain from doing, such act or thing.

1.6 In the event of any conflict between the English version of this Agreement and any translation, the English version shall prevail.

2 GLOSSARY OF DEFINED TERMS

2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them:

2.1.1 **"Affiliate"** means, in relation to a company, any holding company of it and any subsidiary or subsidiary undertaking of any such holding company;

2.1.2 **"Agreement"** means these Terms and Conditions together with all applicable Service Schedules governing the provision of the Vectr Services;

2.1.3 **"AML"** means anti-money laundering, as referenced in clause 2.2 of Section D;

2.1.4 **"API Documentation"** means any documentation, rules, guidance, processes and procedures which we make available to you from time to time in respect of the Vectr API;

2.1.5 **"Applicable Law"** means any laws, regulations, regulatory constraints, obligations or rules applicable to this Agreement and/or the performance of a party's obligations under this Agreement, interpreted (where relevant) in accordance with any guidance or code of conduct published by any Regulatory Authority;

2.1.6 **"Approved Sub-Licensee"** has the meaning given in clause 10.3 of Section D;

2.1.7 **"Authorised Users"** means the users authorised to access the Vectr Platform;

2.1.8 **"Commencement Date"** means the date this Agreement comes into effect in accordance with Section B;

2.1.9 **"Confidential Information"** means the terms of this Agreement, and any information, except personal data, of a confidential and/or competitively sensitive nature, obtained by one party relating to the other party or its business, service providers, clients, End-Users, Sub-Clients, or customers in discussions relating to this Agreement;

2.1.10 **"Control"** means either the ownership of at least fifty per cent (50%) of the issued share capital, or the legal power to direct the general management and policies of the entity in question; "Controlled", "Controlling" and "Controller" have corresponding meanings;

2.1.11 **"Data Protection Addendum"** means the data protection addendum to this Agreement, which is to be made available to you;

2.1.12 **"Data Protection Laws"** means all applicable data protection laws in Canada or in any other jurisdiction where we operate (to the extent applicable to the Vectr Services we provide to you), including the Personal Information Protection and Electronic Documents Act (**"PIPEDA"**), any applicable provincial private-sector privacy legislation, and any other directly applicable regulation relating to privacy;

2.1.13 **"Digital Assets"** means a digital representation of value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology, limited for the purposes of this Agreement to the Supported Digital Assets:

Tether (USDT), USD Coin (USDC), Bitcoin (BTC), Ether (ETH), Cardano (ADA), BNB (BNB), Dogecoin (DOGE), Hyperliquid (HYPE), Solana (SOL), Tron (TRX), and Ripple (XRP).

2.1.14 **"Digital Asset Wallet"** means a hosted digital wallet on the Vectr Platform forming part of your Vectr Account that is used to store, send and receive Supported Digital Assets;

2.1.15 **"Direct Third-Party Service"** means any service, wholly or partially, not provided by us under this Agreement and rather provided by a third party provider to you;

2.1.16 **"Direct Third-Party Provider"** means a third party that provides Direct Third-Party Services to you and with whom you have concluded, or intend to conclude, a direct agreement (excluding a Vectr Service Partner);

2.1.17 **"End-User"** means the third parties that interact with the Vectr Services, such as your own customers or clients;

2.1.18 **"Feedback"** has the meaning given in clause 10.4 of Section D;

2.1.19 **"Fiat Wallet"** means a digital wallet on the Vectr Platform forming part of your Vectr Account used solely to represent the total value of available funds you have transferred to us in traditional government-issued currencies;

2.1.20 **"Force Majeure Event"** means any circumstances beyond the reasonable control of the affected party, including riot, civil unrest, war, act of terrorism, disaster, earthquake, extraordinary storm, lock-out or other industrial dispute, public internet failure, or changes in Applicable Law, to the extent those circumstances materially affect the ability of the party relying on them to perform its obligations under this Agreement;

2.1.21 **"General Liability Cap"** has the meaning given in clause 12.3 of Section D;

2.1.22 **"Good Industry Practice"** means the degree of skill, diligence, prudence and foresight which would reasonably be expected of a skilled and experienced operator engaged in a similar undertaking under similar circumstances;

2.1.23 **"Incident"** has the meaning given in the relevant Service Schedule;

2.1.24 **"Insolvency Event"** means, in respect of a party: (a) the making of a bankruptcy order, or the filing of an assignment in bankruptcy, under the Bankruptcy and Insolvency Act (Canada) (**"BIA"**), which is not withdrawn, dismissed or set aside within 21 (twenty-one) days; (b) the filing of a notice of intention to make a proposal, or a proposal, under the BIA, or the commencement of proceedings under the Companies' Creditors Arrangement Act (Canada); (c) the appointment of a trustee, liquidator, receiver, receiver-manager, monitor, administrator or similar official over all or a substantial part of the assets of that party; (d) the seizure, attachment or enforcement by a judgment creditor over all or a material part of the assets of that party which is not lifted or discharged within 21 (twenty-one) days; (e) that party making a general assignment or arrangement for the benefit of its creditors (other than a bona fide restructuring approved in writing by the other party); (f) that party being unable or deemed unable to pay its debts as they fall due or being insolvent under Applicable Law; or (g) any analogous event under the laws of any other jurisdiction where the party is incorporated, domiciled or carries on business;

2.1.25 **"Intellectual Property Rights"** means any intellectual property rights comprising trademarks, service marks, rights in trade names, business and company names, logos or get-up, patents, rights in inventions, registered and unregistered design rights, copyrights, database rights and all other similar proprietary rights anywhere in the world (including know-how), including any registrations and applications for registration of such rights;

2.1.26 **"KYC"** means know-your-customer, as referenced in clause 2.2 of Section D;

2.1.27 **"Loss"** means loss, liability, damage, cost, claim or expense of any kind, and "Losses" will be construed accordingly;

2.1.28 **"Owner"** means a user referred to as a 'workspace owner', with specific access rights to the Vectr Platform;

2.1.29 **"PEP"** means politically exposed person, as referenced in clause 2.2 of Section D;

2.1.30 **"Personnel"** means, in respect of either party or its Affiliates, their directors, officers, employees, consultants, agents, servants, and contractors and such persons of their sub-contractors (as applicable);

2.1.31 **"Policies"** means the policies, procedures, disclosures and notices published on the Website from time to time, which are incorporated by reference into this Agreement;

2.1.32 **"Prevailing Market Price"** means the average of the daily closing prices of the relevant Digital Asset as determined by Vectr with reference to the daily closing prices published by notable digital asset exchange providers;

2.1.33 **"Privacy Policy"** means Vectr's privacy policy available on our Website;

2.1.34 **"Regulatory Authority"** means a regulatory authority with jurisdiction over one or both of the parties, the Vectr Service Partners, the Vectr Liquidity Partners or the Vectr Banking Partners in relation to the provision or receipt of the Vectr Services or performance of the parties' obligations under this Agreement, including any tax authority;

2.1.35 **"Reports"** means the account statement reports available on the Vectr Platform;

2.1.36 **"Service Schedule"** means any Service Schedule issued to you from time to time which sets out the specific Vectr Services, the manner in which they will be provided, the applicable Fees, limits, operational requirements, and any service-specific terms, and which forms an integral part of this Agreement;

2.1.37 **"Sub-Client"** has the meaning given in the relevant Service Schedule;

2.1.38 **"Supported Digital Assets"** means only those Digital Assets listed on the Website as being available in connection with the Vectr Services;

2.1.39 **"Third-Party Service Providers"** means the service providers engaged by Vectr in connection with the delivery of the Vectr Services, as identified in clause 21 of Section D;

2.1.40 **"Users"** means the Owner(s) and Authorised Users who have access to the Vectr Platform;

2.1.41 **"Virtual Account"** has the meaning given in the relevant Service Schedule;

2.1.42 **"Virtual Assets"** means Digital Assets;

2.1.43 **"Wallet(s)"** means the Digital Asset Wallet(s) or Fiat Wallet(s) forming part of your Vectr Account;

2.1.44 **"Website"** means Vectr's website, as published by us from time to time;

2.1.45 **"Vectr Account"** means your account on the Vectr Platform, to which your Wallets are assigned, and through which you may access and utilise the Vectr Services in accordance with this Agreement;

2.1.46 **"Vectr API"** means the application programming interface described in the API Documentation that allows your system to connect to the Vectr Platform;

2.1.47 **"Vectr Banking Partner"** means the Vectr partners or third party service providers who supply banking and/or payment services to Vectr in order for Vectr to provide the Vectr Services;

2.1.48 **"Vectr Group"** means Vectr and all our Affiliates forming part of the Vectr corporate group of companies;

2.1.49 **"Vectr Liquidity Partner"** means the Vectr liquidity partners who supply liquidity services to Vectr in order for Vectr to provide the Vectr Services;

2.1.50 **"Vectr Platform"** has the meaning given in the relevant Service Schedule;

2.1.51 **"Vectr Portal"** means the interface used to access the Vectr Platform;

2.1.52 **"Vectr Services"** means all the services that Vectr may provide to you from time to time under this Agreement and the Service Schedules, including access to the Vectr Platform, the services described in the applicable Service Schedules, and any ancillary services;

2.1.53 **"Vectr Service Partners"** means either (a) a member of the Vectr Group, or (b) a third-party service provider of Vectr; and

2.1.54 **"Vectr Service Partner Agreement"** means any separate agreement entered into between you and one or more Vectr Service Partners (as applicable).

SECTION D
GENERAL TERMS AND CONDITIONS

1 TERM

1.1 This Agreement will commence on the Commencement Date and will continue indefinitely until terminated in accordance with its terms or Applicable Law.

2 YOUR OBLIGATIONS

2.1 You will only use the Vectr Services for the purpose contemplated in this Agreement, and you will undertake the obligations and responsibilities set out in this Agreement in order to receive the Vectr Services.

2.2 **Due Diligence.** You agree to comply with all Applicable Laws and to hold all necessary permits, licences, authorisations and consents to perform your obligations under this Agreement. You consent to us conducting due diligence checks on you, your Personnel, Approved Sub-Licensees, Sub-Clients and End-Users, including know-your-customer ("KYC"), anti-money laundering ("AML") and politically exposed persons ("PEP") checks, and you will ensure the appropriate consents have been obtained for us to do so. These checks will be carried out prior to entering the Agreement and may be carried out on an ongoing basis. Should any information or documentation you provide change or become inaccurate, you will provide corrected and updated information as soon as reasonably possible.

2.3 You consent to us monitoring, at our sole discretion, your instructions and transactions for the purposes of preventing and detecting illicit activity including money laundering, fraud, breach of sanctions and breaches of this Agreement.

2.4 You agree to conduct, and take sole responsibility for, the required KYC, AML, PEP, sanctions and other due diligence checks required by Applicable Law on all of your End-Users and Sub-Clients, and you shall procure that your End-Users and Sub-Clients perform adequate due diligence on any parties involved in, or with indirect access to, the Vectr Services. Should we reasonably believe circumstances may require us to reject or report a transaction, you agree to promptly provide us with your original due diligence documentation and any other documentation we reasonably request.

2.5 **Risk Exposure.** You will ensure the Vectr Services are not used to facilitate transactions for any industries or entities which do not comply with the Policies or as otherwise advised by us. You agree that the Vectr Services will not be facilitated or associated with business activities: (a) not disclosed to and approved by us during onboarding and due diligence; or (b) involving a jurisdiction that is prohibited or restricted in accordance with our Policies. Failure to comply may result in cease-and-desist letters, which you must immediately comply with.

2.6 You agree to promptly notify us of any known or anticipated changes to your business model which may affect our assessment of your financial crime risk exposure, including changes to your beneficial ownership, change of Control, jurisdictional, industry or entity changes of your End-Users or Sub-Clients, and material changes to your financial crime systems and controls.

2.7 **Request for Information.** Unless prohibited by Applicable Law, you agree to promptly provide us with all relevant information, documentation, co-operation and assistance reasonably requested by us to comply with our obligations under this Agreement, Applicable Law or our Policies, or to respond to a request of any Regulatory Authority, Vectr Liquidity Partner, Vectr Banking Partner or law enforcement authority.

3 VECTR OBLIGATIONS

3.1 In supplying the Vectr Services, we shall: (a) use reasonable endeavours to cooperate with you as reasonably requested, including providing timely support and necessary information; (b) perform the Vectr Services in accordance with this Agreement; and (c) use suitably skilled and experienced Personnel in sufficient numbers to fulfil our obligations.

3.2 We will strive to ensure that we: (a) hold all necessary permits, licences, authorisations and consents to perform the Vectr Services; (b) perform the Vectr Services with the level of care, skill and diligence in accordance with Good Industry Practice; and (c) comply with Applicable Law.

4 FEES

4.1 You will pay the fees for the Vectr Services in accordance with this Agreement and the applicable Service Schedules. Subject to us complying with Applicable Law, you agree that we have the right to offset any debts or amounts owed to Vectr through the offset of balances in your Vectr Account, where applicable.

4.2 We may issue invoices in respect of Fees and charges, including final invoices following termination, and you will pay such invoices in accordance with their terms. You will also be responsible for payment of any reasonable Fees and charges incurred by us arising from information requests, investigations and/or suspension or termination of the Vectr Services caused by your actions or inactions.

4.3 Any funds held in your Vectr Account or with any Vectr Liquidity Partner or Vectr Banking Partner will not earn any interest. We are each responsible for determining and paying our respective taxes. All amounts payable by you under this Agreement shall be paid in full without any counterclaim, deduction or withholding.

5 AMENDMENTS

5.1 Except where expressly provided otherwise in a Service Schedule, we may update the Vectr Services and the terms of this Agreement at any time in our sole discretion by providing you with 30 (thirty) days' notice, except for: (a) updates that have no material adverse impact on the Vectr Services or are operationally or technically critical (including emergency maintenance); (b) changes to the API Documentation; and/or (c) changes required to comply with Applicable Law or a mandatory direction of a Regulatory Authority — in which case we shall provide as much prior notice as reasonably practicable.

5.2 Where any such changes are materially adverse to you, you may terminate this Agreement by providing us with 30 (thirty) days' prior notice, served in accordance with clause 15 of this Section D within 30 (thirty) days of the date we notified you of the relevant update. You may also at any time terminate for convenience under clause 7.1(a).

5.3 We may from time to time update this Agreement to add additional Vectr Services, features or enhancements. If you choose to use a new Vectr Service, feature or enhancement during the relevant notice period, the effective date of the relevant amendment shall be the date of first use.

6 SUSPENSION OF VECTR SERVICES

6.1 We may immediately suspend some or all of the Vectr Services, including access to the Vectr Platform, where: (a) continuing to provide them would pose a security, financial crime or legal risk to us or a Vectr Service Partner, Vectr Liquidity Partner or Vectr Banking Partner; (b) we reasonably suspect unlawful or improper use of the Vectr Services; (c) you have provided materially incorrect or inaccurate information; (d) you have failed to comply with our due diligence checks or to provide required information; (e) you fail to adhere to any Applicable Law, Policy or requirement of a Regulatory Authority or law enforcement authority; (f) we are directed to do so by a Regulatory Authority or law enforcement authority, or required to do so by a Vectr Service Partner, Vectr Liquidity Partner or Vectr Banking Partner; (g) we reasonably suspect you have failed to comply with this Agreement with a materially adverse impact on us or the Vectr Services; (h) you may cause us to breach any of our agreements with a Vectr Service Partner, Vectr Liquidity Partner or Vectr Banking Partner; (i) you have failed to pay outstanding amounts due or any balance in your Vectr Account has fallen below zero; and/or (j) we reasonably determine your financial position has deteriorated to the extent that you may not be able to fulfil your obligations under this Agreement.

6.2 Should we exercise our rights under clause 6.1: (a) we will not be liable for any Losses that you or your End-Users or Sub-Clients suffer as a result of such suspension, subject to clause 14; and (b) we will provide you with prior notice where reasonable in the circumstances, unless prohibited by Applicable Law.

7 TERMINATION

7.1 Either party may terminate this Agreement (in whole or in part, including any Service Schedule): (a) for any reason by providing 30 (thirty) days' written notice; (b) with immediate effect if either party has materially breached this Agreement and the breach is not capable of remedy, or is capable of remedy but is not remedied within 14 (fourteen) days of written notice; (c) with immediate effect if an Insolvency Event affecting the other party occurs; or (d) with immediate effect by written notice where either party is prevented from performing its obligations (except payment of Fees) as a result of a Force Majeure Event continuing for 15 (fifteen) consecutive days or more, provided such notice is served within 30 (thirty) days of notification of the Force Majeure Event under clause 13.

7.2 Vectr may terminate this Agreement (in whole or in part) with immediate effect upon written notice where: (a) you fail to comply with any Applicable Law or this Agreement; (b) you fail to pay outstanding amounts within 30 (thirty) days of written notice; (c) we reasonably believe that providing the Vectr Services to you may cause us to breach Applicable Law or be penalised by a Regulatory Authority, or we are directed to terminate by a Regulatory Authority; (d) we reasonably suspect unlawful or improper use of the Vectr Services; (e) some or all of your Vectr Services have been suspended for an aggregate period exceeding 3 (three) months; or (f) you may cause or have caused us to breach any of our agreements with a Vectr Service Partner, Vectr Liquidity Partner or Vectr Banking Partner.

7.3 **Consequences of Termination.** Should this Agreement be terminated in whole by either party for any reason: (a) you will remain liable for any outstanding amounts, which shall become immediately due and payable; (b) we will not be liable for any Loss you suffer due to us processing instructions authorised by you prior to termination; (c) all licences to Intellectual Property Rights granted under this Agreement will terminate; (d) you will return or destroy all of our, or our Affiliates', Confidential Information in your possession or control; and (e) termination shall not affect any rights or obligations accrued prior to the date of termination.

8 RETURN OF FUNDS AND UNCLAIMED FUNDS

8.1 Provided you have fulfilled your payment obligations and except where prohibited under Applicable Law, any funds held in your Vectr Account that are due and owing to you will be returned promptly to your nominated account or Digital Asset address as set out in the Vectr Platform, or dealt with in accordance with proper notice and instruction from a liquidator, receiver, administrator, or trustee (or similar person) appointed for you.

8.2 Where we do not hold details of a nominated account or Digital Asset address, you agree to provide one within 7 (seven) calendar days of written notice. If you fail to do so, you agree that we may: (a) take such actions as required by Applicable Law in respect of your fiat balances; and (b) sell any remaining Digital Assets on the open market at a price within 5% of the Prevailing Market Price and return the proceeds (less any fees, rebates and/or damages to which we are entitled) to any fiat account linked to your Vectr Account.

8.3 If your Vectr Account remains closed or dormant for a sufficient period, we may be required to report any remaining funds as unclaimed property in accordance with applicable unclaimed property laws. If this occurs, we will use reasonable efforts to give you written notice; if you fail to respond within 7 (seven) business days or as otherwise required by Applicable Law, we may be required to deliver such funds to the applicable jurisdiction as unclaimed property. We reserve the right to deduct an administrative fee as permitted by Applicable Law.

9 CONFIDENTIAL INFORMATION

9.1 Each party shall keep confidential and prevent unauthorised access to, use or disclosure of the other party's Confidential Information, and will not copy, disclose, reproduce or use it, except to the extent the disclosure or use is: (a) to a party's Personnel, professional advisors, potential financiers, a Vectr Service Partner, Vectr Liquidity Partner, Vectr Banking Partner, or your Direct Third-Party Providers, Approved Sub-Licensees or Sub-Clients, to the extent necessary to perform or receive the Vectr Services, provided such recipients are subject to equivalent confidentiality obligations and each party remains liable for their acts and omissions; (b) required by law, regulation, court order or other civil proceedings, provided the other party receives prompt notice where permitted by Applicable Law; or (c) subsequent to the Confidential Information becoming publicly available (other than through breach of this clause).

9.2 Both parties agree to use Confidential Information solely for the purpose of exercising rights or performing obligations under this Agreement.

10 INTELLECTUAL PROPERTY

10.1 Each party retains ownership of its pre-existing Intellectual Property Rights, which for Vectr includes the Intellectual Property Rights in the Vectr Services.

10.2 We grant you a non-exclusive, non-transferable, non-sub-licensable worldwide licence to use the Intellectual Property Rights in the Vectr Services solely to the extent necessary for you to receive and use the Vectr Services in accordance with this Agreement.

10.3 With our prior written consent, you may grant a limited and revocable sub-licence of your rights under clause 10.2 to a Direct Third-Party Provider or Sub-Client (an "Approved Sub-Licensee"), subject to: (a) you being fully responsible and liable for the acts and omissions of any Approved Sub-Licensee and their personnel; and (b) the Approved Sub-Licensee at all times complying with the same obligations imposed on you under this Agreement. Failure to comply with this clause 10 may result in us terminating the sub-licence with immediate effect by written notice.

10.4 You grant us and the Vectr Group a non-exclusive, royalty-free, worldwide, sub-licensable licence to use the Intellectual Property in the data and materials owned by you that you provide to us, to the extent necessary for us to perform our obligations under this Agreement. You further grant us a perpetual, non-exclusive, worldwide, royalty-free, irrevocable, transferable and sublicensable licence to use, modify and reproduce any ideas, suggestions, comments, input, recommendations or enhancement requests provided by you or your Sub-Clients ("Feedback").

10.5 Unless otherwise permitted in this Agreement, you will not, nor will you permit, authorise or assist any of your Personnel or third parties to: (a) use our Intellectual Property Rights for any purpose other than that for which they were licensed; (b) modify, copy, create derivative works from, distribute, reverse engineer, reverse compile or disassemble any part of our Intellectual Property Rights; (c) delete, remove or alter any intellectual property notices; (d) circumvent or interfere with security-related features; (e) use our Intellectual Property Rights on a service bureau or time-sharing basis or to provide services to third parties otherwise than in accordance with this Agreement; (f) distribute, rent, lease, sublicense, assign, sell or otherwise transfer our Intellectual Property Rights; (g) violate or abuse password protections; (h) interfere with the integrity or proper working of our Intellectual Property Rights; (i) use them in any unlawful manner; or (j) use them to conduct comparisons, competitive analysis, penetration testing, vulnerability assessment or other benchmarking activities without our prior written consent.

10.6 Each party agrees to notify the other as soon as reasonably possible in writing of any breach or reasonably suspected breach of this clause 10. Each party shall defend and reimburse the other in respect of any liability (including reasonable legal expenses) arising out of any third-party claim alleging that the use (in accordance with this Agreement) of any information, materials or data provided by one party to the other infringes the Intellectual Property Rights of a third party.

11 DATA PROTECTION

11.1 For the purposes of this clause 11, the lowercase terms "controller", "joint controller", "processor", "personal data" and "process" have the meanings set out in the Data Protection Laws.

11.2 You may refer to our Privacy Policy and Data Protection Addendum for how we will process your personal data in connection with this Agreement as a controller. We may also act as a joint controller or a processor where so determined by a Regulatory Authority and/or a court of law, in which case the relevant provisions of the Data Protection Addendum will apply. The Data Protection Addendum is incorporated into and forms part of this Agreement.

12 LIABILITY AND DISCLAIMERS

12.1 **Unlimited Liability.** Nothing in this Agreement will operate to exclude or limit: (a) either party's liability for fraud, or for death or personal injury arising from its negligence; (b) either party's liability under clause 10.6, or where our Intellectual Property Rights have not been used in compliance with this Agreement; (c) any amounts or charges, including Fees, that you are obliged to pay us under this Agreement; (d) any Loss associated with your failure to comply with your due diligence obligations under clause 2.2; or (e) any other liability which cannot be excluded or limited by Applicable Law. Nothing in this Agreement limits your obligation to fulfil all payment obligations in relation to transactions performed using the Vectr Services.

12.2 **Exclusion of Indirect and Consequential Liability.** Subject to clause 12.1: (a) neither party shall be liable for any Losses which constitute indirect, incidental, consequential, exemplary losses or special or punitive damages of any kind, or loss of profits, loss or corruption of data, or loss of revenue, business, goodwill and/or investments (whether direct or indirect); and (b) we shall be liable to you for Losses arising from our acts or omissions in connection with this Agreement only to the extent such Loss results from our fraud, wilful default or gross negligence.

12.3 **Limitation of Liability.** Subject to clauses 12.1 and 12.2, Vectr's total aggregate liability to you for any and all claims for Losses, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Agreement, shall not exceed the total Fees paid and payable by you to us in the twelve (12) month period immediately preceding the event giving rise to the claim, or **USD $100,000 (one hundred thousand US dollars)** whichever is lower (the **"General Liability Cap"**). You shall not be entitled to claim damages or seek indemnification from any member of the Vectr Group to the extent you (or any of your Affiliates) have already made a claim for the same loss or damage against another member of the Vectr Group.

12.4 **Disclaimers.** While we make reasonable efforts to ensure the information provided through the Vectr Services is accurate, reliable and up to date, all information is provided "as is". Except as expressly set out in this Agreement, Vectr makes no warranty, representation, guarantee or condition of any kind, express or implied, and specifically disclaims, to the maximum extent permitted by Applicable Law, all implied warranties and conditions, including merchantability, fitness for a particular purpose, and non-infringement. Vectr does not warrant that the Vectr Services will meet your requirements or operate without interruption or error.

12.5 You acknowledge that using Digital Assets and blockchain-based solutions, networks and protocols may involve serious risks. It is your duty to learn about these risks. Vectr has no control over, and makes no representations regarding, the value of Digital Assets or the security, functionality or availability of their networks or protocols. Vectr does not own or control the underlying software protocols which govern the operation of Digital Assets, and such protocols are subject to changes which may materially affect the value, function, or name of a Digital Asset.

13 WARRANTIES, REPRESENTATIONS AND FORCE MAJEURE

13.1 Each party represents, warrants and undertakes throughout the term of this Agreement that: (a) it has the full legal right, power and authority to enter into this Agreement; (b) it will perform its obligations in accordance with Applicable Law; (c) it is duly constituted and validly existing under the laws of its jurisdiction of incorporation; and (d) entering into and performing this Agreement will not cause it to breach any Applicable Law, its constitutional documents, or any agreement, licence, order, judgment or decree by which it is bound. Where either party becomes aware it may be in breach of (d), it shall inform the other party as soon as practicable.

13.2 You further represent, warrant and undertake that: (a) you are not infringing the rights of any third party by entering into and performing this Agreement; and (b) all information you (or anyone acting on your behalf) provide to us is accurate, complete and up to date.

13.3 Neither party shall be liable for any failure or delay in performing its obligations (except payment of Fees) for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event, provided the affected party promptly notifies the other party in writing of the start of the Force Majeure Event (and in any case no later than ten (10) days of becoming aware of it) and uses all reasonable endeavours to limit its effect.

14 AUDIT RIGHTS

14.1 You shall keep complete, accurate and up to date records sufficient to enable us to verify your compliance with this Agreement, any Vectr Service Partner Agreement and Applicable Law. Upon written request, you shall promptly provide all documentation necessary for us to confirm your compliance; where such documentation is not provided or is insufficient, you shall provide us and our auditors, on reasonable notice, with access to your Personnel, books and records, premises and equipment used in connection with the Vectr Services.

14.2 We may request that you conduct internal audits of your compliance with this Agreement and Applicable Law, including your financial crime systems, processes, standards and control design (an "Internal Audit"). An Internal Audit may be carried out: (a) not more than once every calendar year; (b) if we reasonably suspect non-compliance; or (c) if required by Applicable Law. The Internal Audit must be conducted by an appropriately qualified and licensed independent auditor, and each party shall bear its own cost, except that you shall reimburse us if the report reveals you are in breach of your obligations.

15 NOTICES

15.1 Notices for the attention of Vectr shall be sent to **help@vectr.finance**. Notices for your attention shall be sent to the email address you provided at onboarding. Any notices relating to the service of legal proceedings shall be sent by registered post or courier to 600 - 10 King Street E, Toronto, Ontario, Canada, M5C 1C3, with a copy by email to the attention of the 'Vectr Legal Team'.

15.2 When we provide updates, servicing messages or other notifications in relation to this Agreement, the Vectr Platform or the Vectr Services, you will ensure that you, your Personnel and your Direct Third-Party Providers (as applicable) comply with, and respond and/or act as necessary in accordance with, each such update or notification.

16 ASSIGNMENT

16.1 We may assign, transfer or novate this Agreement or any Service Schedule and our rights and obligations under them within the Vectr Group or to any third party. You may not assign, transfer or novate your rights and obligations under this Agreement without our prior written consent (not to be unreasonably withheld), except that you may assign to any of your Affiliates subject to providing us with 30 (thirty) days' prior written notice.

17 GENERAL

17.1 **Governing Law and Jurisdiction.** Except where expressly provided otherwise in a Service Schedule (and only in relation to that Service Schedule), this Agreement (and any non-contractual disputes) will be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario to settle any disputes or claims that arise out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

17.2 We may engage subcontractors, vendors and third party providers from time to time to provide some or all of the Vectr Services and, subject to clause 12, we shall remain liable for the performance of the Vectr Services.

17.3 Neither party shall make any public announcement concerning this Agreement or the relationship between the parties without the prior written consent of the other party (not to be unreasonably withheld or delayed), except as required by Applicable Law, any Regulatory Authority, or any court of competent jurisdiction.

17.4 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement with respect to that subject matter. No failure to insist on strict performance or to exercise any right shall constitute a waiver; no waiver shall be effective unless expressly stated to be a waiver and communicated in writing; and a waiver of any breach shall not be deemed a waiver of any subsequent breach.

17.5 The parties do not intend that any term of this Agreement shall be enforceable by any person who is not a party to it.

17.6 Any provision intended to survive termination shall remain in full force and effect, including the clauses relating to audit, limitations of liability, indemnities, warranties, data protection, confidentiality, intellectual property rights, governing law and this survival clause.

17.7 This Agreement does not create a relationship of employer/employee, joint venture, principal/agent, partnership, association or trust between the parties. Vectr shall at all times be your service provider, and neither party shall have the right to bind the other, nor hold itself out as an employee, agent or representative of the other.

17.8 If any provision is held to be invalid or unenforceable in whole or in part, it shall be deemed severable and the validity of the remaining provisions shall not be affected. If the severed provision is fundamental to the purpose of this Agreement, the parties will negotiate in good faith to remedy the invalidity or otherwise amend this Agreement to give effect to its purpose.

17.9 This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

18 OWNERSHIP OF CLIENT ASSETS

18.1 All Digital Assets and client money remain at all times the property of the client, except where a transfer of ownership is expressly agreed in writing by the client or required under Applicable Law. Vectr shall clearly identify, prior to any transfer or transaction, when any Digital Assets or client money will cease to be owned by the client, and shall disclose the entity that will assume control, custody, or liability for such assets. Clients acknowledge and agree that Vectr does not provide protection or any guarantee of repayment of Digital Assets or client money, except as otherwise explicitly provided under this Agreement.

19 FAIRNESS AND TRANSPARENCY

19.1 This Agreement and all Service Schedules are drafted to be fair, transparent, accurate and sufficiently clear, having regard to the nature of the Vectr Services and their intended market. Vectr undertakes to act honestly, fairly, and in the best interests of its clients and the integrity of the market when providing the Vectr Services.

20 VERSION CONTROL

20.1 Vectr shall maintain a comprehensive record of all versions of this Agreement and shall be able to identify all changes made between versions. Clients may request a copy of prior versions at any time by contacting Vectr’s legal team at **help@vectr.finance**

21 THIRD PARTY SERVICE PROVIDERS

21.1 You acknowledge and agree that Vectr may engage certain Third-Party Service Providers to support the delivery of the Vectr Services. Vectr shall remain responsible to you for the performance of the Vectr Services notwithstanding such engagement.

21.2 The Third-Party Service Providers currently engaged by Vectr include: **Utila, SumSub, Elliptic, Google, Apollo.io, Renno & Co.** Vectr may, from time to time, appoint additional or replacement Third-Party Service Providers where reasonably necessary; any such appointment shall not diminish Vectr’s obligations to you under this Agreement.

22 NEWLY CREATED AND UNSUPPORTED DIGITAL ASSETS

22.1 In the event of the creation of a new Digital Asset (including through an “airdrop”) or a protocol change, “fork”, or other event materially affecting a Supported Digital Asset, Vectr shall: (a) promptly assess the impact of such change, including feasibility of support, regulatory and legal implications, and security considerations; and (b) determine whether to continue to support, restrict, or cease support for the relevant Digital Asset.

22.2 Vectr shall communicate clearly with all affected clients in writing in accordance with the amendment and notice provisions of this Agreement. Where practicable, Vectr shall provide reasonable advance notice of any withdrawal windows, suspensions, or delistings. Where immediate action is required to safeguard client assets, comply with Applicable Law, or address security risks, Vectr may implement such changes first and notify clients promptly thereafter.

23 CLIENT COMMUNICATION AND RISK OF LOSS

23.1 You acknowledge that failures or interruptions in the Vectr Services, including custody or wallet infrastructure, may result in delays, loss, or unavailability of Digital Assets or client money. Vectr implements operational resilience measures, security controls, and safeguarding arrangements to mitigate such risks. Further details are set out in Vectr's Policies, which form part of this Agreement and which clients are encouraged to review carefully.

SECTION E
RISK DISCLOSURE SCHEDULE

1.1 You are strongly advised to read and understand the risks involved in the trading, holding, and custody of Virtual Assets. Virtual Assets are inherently volatile and high-risk. There is no guarantee against the loss of some or all of your funds. By using the Vectr Platform and Vectr Services, you acknowledge and agree that Vectr shall not be responsible or otherwise liable for any direct or indirect loss or damage of any kind arising from any risk event described below.

1.2 **Volatility.** The value of Virtual Assets can be highly volatile and may fluctuate significantly in short periods due to market demand, technological changes, regulatory actions, or broader economic shifts. You may suffer substantial losses, including the total loss of capital.

1.3 **Liquidity.** Virtual Asset markets may experience low liquidity, which can make it difficult to execute trades at the desired price or volume, resulting in slippage, higher transaction costs, and delays in fulfilling or liquidating orders.

1.4 **Regulatory Risk.** Changes in laws, regulations, or enforcement actions across jurisdictions may adversely affect your ability to hold, trade, or transfer Virtual Assets. Vectr may be required to restrict, suspend, or terminate Vectr Services without notice in response to regulatory developments.

1.5 **Custody Risk.** Virtual Assets sent to incorrect or incompatible wallet addresses may be irrecoverable. Vectr does not accept responsibility for any transfer to an incorrect wallet address.

1.6 **Cybersecurity Risk.** Hacking attempts, security breaches, or software flaws may result in the theft or permanent loss of Virtual Assets. You are responsible for maintaining robust security over your login credentials and associated access methods.

1.7 **Operational Risk.** System failures, technical errors, or unplanned downtime on the Vectr Platform or related infrastructure may result in delayed or failed transactions, temporary inaccessibility, and financial losses.

1.8 **Trading Risk.** You may inadvertently place incorrect orders, including wrong pricing, quantities, or Virtual Asset pairs; Vectr does not accept liability for user errors. Access to the Vectr Platform or Vectr Services may be restricted or unavailable during Force Majeure Events or extreme market conditions, preventing timely liquidation of Virtual Assets.

1.9 **Currency Risk.** Where Virtual Assets are quoted or traded against fiat currencies, exchange rate fluctuations may negatively impact the value of positions denominated in foreign currencies.

1.10 **Insolvency Risk.** If Vectr becomes insolvent, you acknowledge that any available funds or assets may be distributed in accordance with the applicable laws of Canada. There is no guarantee that your funds will be returned in full or at all in such circumstances.

1.11 **Third Party Risk.** You are exposed to the risk of service delays, errors, or defaults by third-party providers such as financial institutions, custodians, and payment processors. Vectr shall not be liable for any acts or omissions of such third parties which result in losses.

1.12 **Limited Investor Protection.** Virtual Asset markets offer limited investor protection compared to traditional financial markets. There may be no legal remedy or right of recovery in cases involving fraud, system failure, or theft. You remain solely responsible for compliance with applicable laws and for reporting and paying any taxes arising from your use of the Vectr Platform and Vectr Services.

1.13 **Valuation and Technology Risk.** The valuation of Virtual Assets may be uncertain and subject to speculative forces; the market may act irrationally, and some Virtual Assets may lose all value over time. Technical failures or access issues on Vectr's systems may restrict your ability to manage or withdraw your assets.

1.14 **Financial Crime and Irreversibility.** Virtual Assets may carry heightened risk of exposure to financial crime, including money laundering. Transactions are irreversible and pseudonymous; once a transaction is confirmed on the blockchain, it cannot be undone.

1.15 **Acceptance Risk.** There is no guarantee that a merchant or counterparty who accepts Virtual Assets today will continue to do so in future. You should be aware of the legal and commercial risks of relying on Virtual Assets as a form of settlement or value transfer.

1.16 **Unregulated Markets.** Virtual Asset activities conducted outside regulated jurisdictions may be unregulated or lightly regulated and may lack transparency or effective recourse mechanisms. If you engage with offshore or unregulated services, you do so at your own risk. Regulatory actions or changes by competent authorities may adversely affect the use, transfer, exchange, or value of any Virtual Asset, and Vectr may be required to halt Vectr Services or restrict access as a result.

1.17 Vectr’s communications are not directed at, or intended to induce, any person to engage in financial services in any jurisdiction where such communications would be unlawful, and are made only where and to the extent permitted under Applicable Law.