

Cofinex Platform User Agreement

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1. Cofinex Platform

The Cofinex Platform (hereinafter referred to as the “Platform” , “we” or “us”) allows its users (hereinafter referred to as “the Users” or “you”) to trade in Digital Assets (as defined herein) and also provides other services related to Digital Assets (the “Services”). For convenience, you and us are hereby collectively referred to as “both Parties” and individually as “each Party” .

The Platform is an ecosystem comprising the Platform’ s websites, mobile applications, clients and other applications that are developed to offer the Services, and includes independently operated platforms, websites and clients within the ecosystem. In case of any inconsistency between relevant terms of use of the above platforms and this Agreement, the respective applicable terms of such platforms shall prevail.

“COFINEX Operators” refer to all parties that run the Platform, including but not limited to legal persons, unincorporated organisations and teams that provide the Services and are responsible for such Services. For the avoidance of doubt, the “Platform” , “we” or “us” includes the COFINEX Operators. Under this Agreement, the COFINEX Operators may change as our business adjusts, in which case the changed operators shall perform their obligations under this Agreement and provide the Services to you, and such change does not affect your rights and interests under this Agreement. Additionally, the scope of COFINEX Operators may be expanded due to the provision of new Services, in which case, if you continue to use the Services, it is deemed that you have agreed to jointly execute this Agreement with the newly added COFINEX Operators. In case of a dispute, you shall determine the entities by which this Agreement are performed with you and the counterparties of the dispute, depending on the specific Services that you use and the particular actions that affect your rights or interests.

You understand that this Website (as defined herein) is only intended to serve as a platform for you to use the Services. You shall, at your sole discretion, carefully assess the authenticity, legality and validity of relevant Digital Assets and/or information, and solely bear the responsibilities and losses that may arise therefrom.

Any opinions, information, discussion, analysis, prices and other information we display on this Platform shall not be construed as investment advice. We shall not be liable for any loss arising directly or indirectly from reliance on the abovementioned information, including but not limited to, any loss of profits.

Unless you have an Account (as defined herein) with the Platform, you shall not use the Services intended to be provided to Users with an Account.

1.1 Risks

By using the Services through the Platform, you accept the risks associated with such Services. We emphasise that:

- (i) Digital Assets available on the Platform may not be issued by us, financial institutions or other legal entities;
- (ii) the market for Digital Assets is new, uncertain and may not grow;
- (iii) Digital Assets are highly speculative in nature and are not as established as other asset classes;
- (iv) Digital Assets are volatile and are traded continuously with no limitations on price fluctuations;
- (v) trading in Digital Assets may lead to a partial or total loss in your capital;
- (vi) actions by third parties such as market makers or governments may have a large impact on Digital Assets;
- (vii) Digital Asset trading is not suitable for the vast majority of people;
- (viii) although we strive to comply with all applicable laws, rules and regulations, we may not be regulated in all jurisdictions that we operate in; and
- (ix) there may be other unpredictable or derivative risks aside from the abovementioned.

Please consider your own financial position before using the Services and if necessary, seek independent legal, financial, tax, accounting or other advice.

1.2 Restricted Jurisdictions

USERS FROM THE FOLLOWING JURISDICTIONS ARE PROHIBITED FROM USING ALL SERVICES: MAINLAND CHINA, THE UNITED STATES OF AMERICA, CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, VENEZUELA AND SINGAPORE.

THE LIST OF RESTRICTED JURISDICTIONS MAY CHANGE AND DIFFER ACCORDING TO CHANGES IN OUR POLICIES AND THE SERVICES WE OFFER TO A PARTICULAR JURISDICTION. IN THE EVENT OF SUCH CHANGE, WE MAY NOT PROVIDE NOTICE TO YOU. YOU ARE REQUIRED TO REFER TO THE LATEST INFORMATION ON THE PLATFORM OR THIS AGREEMENT TO BE INFORMED OF SUCH CHANGES.

2. General Terms

The user agreement, as updated from time to time (hereinafter referred to as "this Agreement" or "these terms and conditions") consists of this user agreement, Appendices, the Privacy Policy, the Fiat Rules, the KYC and AML Policies, the user agreements or terms and conditions of each Service and any other guidelines, rules, statements and instructions published on the Platform from time to time.

You shall read this Agreement carefully before using the Platform to access the Services and seek independent legal advice if necessary. If you do not agree with or understand this Agreement, please log out of your Account immediately and cease to use the Services. By clicking on "I Agree" , creating an Account, obtaining your Account identification number and creating a password, logging into your Account or using the Services, you shall be deemed to have understood, bound by and agreed in full with the Agreement, including any modifications made to this Agreement from time to time.

It is your responsibility to abide by your local laws in relation to the use of the Services as well as all applicable laws, rules and regulations. By using the Services, you confirm and acknowledge that all your funds come from legitimate sources and do not originate from illegal activities. You agree that we shall have the right to collect and provide the necessary information to the relevant authorities to verify the legality of the source of funds and your use of funds.

All headings herein are exclusively for the convenience of wording and are not intended to expand or limit the content or scope of the terms and conditions of this Agreement. All information on the Platform and this Agreement are provided on an "as is" and "as available" basis, with no further promises made by us. Headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

3. Definitions

"Account" means your account with the Platform.

"Agreement" means the Cofinex Platform User Agreement.

The **"Appendices"** set out the individual product service agreements made available by the Platform to Users.

"AML/CTF" means anti-money laundering/counter terrorism financing.

"Business Days" means a day other than a Saturday, Sunday or a day gazetted as a public holiday when the banks are open for the transaction of business.

"Buy Price" has the meaning as described in clause 7.1.

"Compensation" has the meaning as described in clause 15.1.

"Dealing with your Accounts" has the meaning as described in clause 4.4.

"Digital Assets" means a digital representation of value that can be digitally transferred, stored and traded which is supported by the Platform.

"Dispute" has the meaning as described in clause 17.11.

"Exchange Rate" has the meaning as described in clause 7.1.

"Fiat Trading" means peer to peer trading, depositing of fiat currencies into an Account, quick buy of Digital Assets through liquidity providers or through a third-party platform.

"forks" has the meaning as described in clause 6.2.

"ICC International Court of Arbitration" has the meaning as described in clause 17.11.

"Identification Information" has the meaning as described in clause 10.

"Intellectual Property" has the meaning as described in clause 11.

"Internal Resolution" has the meaning as described in clause 17.11.

"Login Details" has the meaning as described in clause 4.3.

"miner fees" has the meaning as described in clause 6.1.

"Party" means each party to this Agreement, which are the Users and the Platform.

"Platform" means the Cofinex Platform.

"Pre-Closing Period" has the meaning as described in clause 4.4.

"Registration Data" has the meaning as described in clause 4.1.

"Sanctioned Country" has the meaning as described in clause 17.8.

"Sanctioned Person" has the meaning as described in clause 17.8.

"Sell Price" has the meaning as described in clause 7.1.

"Services" means the products and services offered to Users through the Platform, as described in the Appendices.

"Trading Fee" has the meaning as described in clause 8.

"Transaction" has the meaning as described in clause 4.2.

"Users" means users of the Cofinex Platform.

"Website" means the website or other gateways, such as the mobile application, where Users can access the Platform to use the Services.

4. Account

4.1 Account Creation

To be eligible to create an Account, you confirm that you are a natural person, a legal person or any other entity with the authority to enter into this agreement and use the Services in compliance with all applicable laws, rules and regulations. You shall not create and Account for the purposes of violating any applicable laws, rules and regulations and/or undermine the Services provided on the Platform.

Should you not be eligible to create an Account, we reserve the right to refuse your registration for an Account and if you have already created an Account, we shall have the right to suspend, terminate and/or close your account without any advance notice to you and hold you accountable for any adverse consequences arising therefrom. We reserve

the right to reject any applications to create an Account at our sole discretion, including, but not limited to Accounts relating to political and/or public figures or to comply with AML/CTF laws and regulations.

To create an Account, you shall provide, where necessary:

- (i) a valid email address;
 - (ii) a mobile phone number;
 - (iii) your real name;
 - (iv) identification documentation; and
 - (v) any other information as required by us to create and maintain your Account,
- together, the "Registration Data" .

In the event where your mobile phone number requires any registration with your real name, you shall complete such registration process before providing the mobile phone number to us. You shall be responsible for and bear any losses, direct or indirect, and any adverse consequences arising from the lack of such registration.

You are responsible for updating the Registration Data and ensure that it is accurate at all times. You shall be responsible for the authenticity, integrity and accuracy of the Registration Data and bear any direct or indirect loss and adverse consequences arising from any inaccuracies of your Registration Data.

After we verify and approve the creation of your Account, you will receive an account identification number and password which you can use to use the Services. You agree to receive emails and/or messages sent by us relating to the management and operation of the Platform.

4.2 Account Usage

You have the right to use your Account to access the Platform to use the Services, including:

- (i) to browse the real-time quotes and transaction information of Digital Asset products on this Website;

- (ii) to submit digital asset transactions, whether to trade or otherwise (each, a "Transaction") instructions;
- (iii) to complete Transactions;
- (iv) view the information provided to Users with your Account;
- (v) participate in activities organised by us in accordance with the relevant rules of the activity; and/or
- (vi) other Services that we may offer to you from time to time.

4.3 Account Security

You are solely responsible for the login details associated with your account, including your username, password, mobile number, Transaction passwords and verification codes received through your mobile phone ("Login Details"). If your Login Details are compromised and/or your account has been accessed by an unauthorised third party, you may inform us immediately to request a suspension of your Account. After receiving such request, we shall act on your request within a reasonable period. However, we shall not be liable for any consequences before the suspension of your Account.

Unless with our consent, you shall not assign your Account to any other person, whether through a donation, loan, lease, transfer or otherwise.

We are under no obligation to issue any replacement Digital Assets in the event that any Digital Assets, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

4.4 Suspension, Termination or Closure

We reserve the right to suspend certain or all Services to your Account, freeze the Digital Assets in your Account, terminate your Account, close your Account and/or notify the relevant authorities ("Dealing with your Accounts") if:

- (i) we reasonably believe that we need to do so in order to protect our reputation;
- (ii) use of your Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;

- (iii) you are from a restricted jurisdiction as stated in clause 1.2;
- (iv) you are not eligible to create an Account in accordance with clause 4.1;
- (v) when you create an Account on behalf of a legal entity and you are not an authorised person to act on behalf of such legal entity;
- (vi) we decide, in our sole discretion, that you are not suitable to use the Services;
- (vii) you are not the person as stated in the Registration Data associated with your Account;
- (viii) you do not log into your Account for an uninterrupted period of 1 year;
- (ix) you use your Account to engage in illegal or illegitimate activities, such as money laundering and bribery;
- (x) you use your Account to engage in market manipulative activities, improper transactions or other illicit trading activities such as money laundering, smuggling and commercial bribery; and/or
- (xi) you are in breach of this Agreement or any other applicable laws, rules and regulations.

Notwithstanding the above, we reserve the right to close and terminate your account by providing you with 7 Business Days' notice. Thereafter, you shall have 7 Business Days to take any necessary actions, including cancelling any orders or closing your positions ("Pre-Closing Period"). After the end of the Pre-Closing Period, we shall have the right to cancel your orders, close your positions and return the Digital Assets in your Account to you. Notwithstanding anything in this Agreement, if your Account has been closed in accordance with this clause, all remaining account balance (which includes charges and liabilities owed to us) will be immediately payable to us.

We shall not be liable for any adverse consequences and/or losses associated with our Dealing with your Accounts.

We maintain full custody of the Digital Assets, funds and User information/data which may be turned over to governmental authorities in the event of an Account' s suspension or closure arising from fraud investigations, investigations of violation of law or violation of this Agreement.

5. Deposits, Custody, Withdrawals and Transfers

The Services are available only in connection with the Digital Assets that we support, which may change from time to time. Under no circumstances should you use your Account to store, send, request or receive Digital Assets in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your Account for Digital Assets that we do not support. We provide the Services to you and we are not a party to any Transactions of Digital Assets as a buyer or seller. The Services do not include any deposit, withdrawal or custody of any fiat currencies.

All Digital Assets held in your Account are held by us on a custodial basis. This means that:

- (i) title to the Digital Assets shall remain with you and not transfer to us. As the owner of the Digital Assets is your Account, you shall bear all risk of loss of such Digital Assets. We do not represent or treat assets in Accounts as belonging to us;
- (ii) we may not grant a security interest in the Digital Assets held in your Account;
- (iii) except as required by relevant authorities or otherwise stated in this Agreement, we will not sell, transfer, loan, hypothecate or otherwise alienate the assets in your Account unless instructed by you or compelled by a court of competent jurisdiction to do so;
- (iv) you control the Digital Assets in your Account. At any time, subject to outages, downtime and other applicable policies, you may withdraw your Digital Assets by sending it to a different blockchain address controlled by you or a third party; and
- (v) in order to hold the assets in your Account more securely, your Digital Assets are segregated from our own Digital Assets or funds by way of separately ledger accounting entries for User and our Accounts. Notwithstanding the foregoing, we shall not have any obligation to use different blockchain addresses to store Digital Assets owned by you and by other customers or by us.

We reserve the right to set and adjust the limits on daily trading volume and withdrawals based on our internal considerations, which include security and the state of the relevant Digital Asset networks.

6. Digital Asset Networks

6.1 Digital Asset Transactions

We will process Transactions in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting instructions to us. We do not guarantee the identity of any User, receiver, requestee or other third party and will have no liability or responsibility for ensuring that the information you provide is accurate and complete. Transactions cannot be reversed once they have been broadcast to the relevant Digital Asset network.

We may charge network fees ("miner fees") to process a Transaction on your behalf. We will calculate the miner fees at our discretion, although we will always notify you of the miner fees at (or before) the time you authorise the Digital Asset Transaction. When you or a third party sends Digital Assets to an Account from an external wallet not hosted on the Platform, the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of miner fees in order for the transaction to be completed successfully. Non-payment of miner fees may cause your Transaction to remain in a pending state outside of our control and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such Transactions.

Once submitted to a Digital Asset network, a Transaction will be unconfirmed for a period of time pending sufficient confirmation of the Transaction by the Digital Asset network. A Transaction is not complete while it is in a pending state. Digital Asset associated with Transactions that are in a pending state will be designated accordingly and will not be included in your Account balance or be available to conduct Transactions until confirmed by the network.

We may also refuse to process or cancel any pending Transaction as required by law, regulation or any court or other authority to which we are subject in any jurisdiction, for instance, if there is suspicion of money laundering, terrorist financing, fraud, or any other financial crime.

6.2 Operation of Digital Asset Protocols

We do not own or control the underlying software protocols which govern the operation of Digital Assets supported on the Platform. Generally, the underlying protocols are 'open source' and anyone can use, copy, modify, and distribute them.

We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or security of network operations. You

acknowledge and accept the risk that underlying software protocols relating to any Digital Asset you store in your Account may change.

In particular, the underlying protocols are likely to be subject to sudden changes in operating rules ("forks"). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Asset you store in your Account. We do not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by us in determining whether to continue to transact in the affected Digital Asset using your Account. In the event of any such operational change, we reserve the right to take such steps as may be necessary to protect the security and safety of assets held on the Platform, including temporarily suspending operations for the involved digital asset(s), and other necessary steps.

We will use our best efforts to provide you notice of our response to any material operating change. However, such changes are outside of our control and may occur without notice to us. Our response to any material operating change is subject to its sole discretion and includes deciding not to support any new Digital Asset, fork, or other actions.

You acknowledge and accept the risks of operating changes to Digital Asset protocols and agree that we are not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that we have sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported assets or protocols.

7. Trading Rules

You shall comply with the following rules when trading Digital Assets on the Platform:

(i) you shall read, understand and accept in full the information on the Platform before executing your trade, including, but not limited to price, fees and whether the Digital Asset is to be bought or sold;

(ii) when you execute your trade and submit your Transaction, you authorise the Platform to act as a broker for the relevant trade to match you with the relevant counterparty for your trade without further notice to you;

(iii) you have the right to revoke or modify your Transaction at any time before the trade is executed; and

(iv) you can check the details and records of your trades on the Platform.

7.1 Exchange Rates

Each purchase or sale of Digital Assets is also subject to the Exchange Rate for the given Transaction. The "Exchange Rate" means the price of a given supported Digital Asset in fiat currency as quoted on the Platform. The Exchange Rate is stated either as a "Buy Price" or as a "Sell Price", which is the price at which you may buy or sell Digital Assets, respectively.

You acknowledge that the Buy Price Exchange Rate may not be the same as the Sell Price Exchange Rate at any given time, and that there may be a margin or 'spread' to the quoted Exchange Rate. You agree to accept the Exchange Rate when you authorise a Transaction. We do not guarantee the availability of any Exchange Rate. We do not guarantee that you will be able to buy and/or sell your Digital Assets on the open market at any particular price or time.

8. Fees

You agree to be responsible for the payment of and pay all fees. Each purchase or sale of Digital Asset is subject to a fee ("Trading Fee"). The applicable Trading Fee will be displayed to you on the Platform prior to each trade and is stated in each receipt we issue to you. We may adjust our Trading Fees at any time.

9. Compliance

Our KYC and AML/CTF policies are intended to comply with international laws and standards with regards to KYC and AML/CTF, including the laws of your local jurisdiction. We shall comply with our KYC and AML/CTF policies and use best efforts to adopt measures and technology to provide you the Services in a safe and secure manner to prevent any losses due to money laundering.

You authorise us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such enquiries. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or

financial crime agencies and that these agencies may respond to our enquiries in full. This is an identity check only and should have no adverse effect on your credit rating. Additionally, we may require you to wait some amount of time after completion of a Transaction before permitting you to use further Services and/or before permitting you to engage in Transactions beyond certain volume limits.

If we are informed that any Digital Assets or funds received by your Account are stolen or otherwise are not lawfully possessed by you, we may, but have no obligation to, place an administrative hold on the affected funds and your Account. If we enact an administrative hold on some or all of your Digital Assets or funds or Account, we may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to us has been provided in a form acceptable to us. We will not involve ourselves in any such dispute or the resolution of the dispute. You agree that we will have no liability or responsibility for any such hold, or for your inability to withdraw Digital Assets or funds or execute trades during the period of any such hold.

10. KYC and AML/CTF

In relation to KYC and AML/CTF, we:

- (i) shall promulgate and update our KYC and AML/CTF policies to meet the standards set by applicable laws, rules and regulations;
- (ii) shall promulgate and update the guidelines and rules relating to the operation of this Platform and our staff shall facilitate the provision of the Services to you in accordance with such guidelines and rules;
- (iii) shall design and execute procedures for transaction monitoring and control, which includes, but is not limited to rigorous identity authentication procedures, and maintain a dedicated team to address AML;
- (iv) adopt a risk-based approach to due diligence and supervision of our Users;
- (v) have the right to review and inspect the transactions to, from and on our Platform;
- (vi) shall have the right to report Transactions that we deem in our sole discretion to be suspicious to the relevant authorities; and
- (vii) shall maintain the Registration Data and Identification Information (as defined herein) for a minimum of 6 years.

Where you are an individual, we shall collect certain information from you, including, but not limited to, your:

- (i) name;
 - (ii) address (and permanent address if it differs from your address). Your address (or permanent address) shall be verified in the manner prescribed by us;
 - (iii) valid email address;
 - (iv) date of birth;
 - (v) nationality;
 - (vi) photograph of you with your identification documents;
 - (vii) official identification documents, including passports, identify cards (both front and back) and other identification documents issued by the relevant authorities; and
 - (viii) other information that we may request from you from time to time,
- the "Personal Identification Information" .

Where you are a legal entity other than an individual, we shall collect certain information from you, including, but not limited to, your:

- (i) registration and incorporation documents;
- (ii) articles of association or memorandum;
- (iii) ownership structure and description of such ownership structure;
- (iv) board resolution designating your authorised person responsible for the Account;
- (v) identification documents of the directors, major shareholders and the authorised person(s). Generally, shareholder' s holding 10% or more of the relevant entity' s voting power is required to be identified;
- (vi) your address; and
- (vii) other information that we may request from you from time to time,

the “Corporate Identification Information” and together with the Personal Identification Information, the “Identification Information” .

Identification Information that we request from you may vary according to your jurisdiction and we also may require you to notarise copies of documents you provide to us. We shall have the right to request the notarised translation of your Identification Information to English if your Identification Information is not provided in either English or Chinese.

10.1 Transaction Reporting

We shall monitor the activity of your Account for suspicious transactions. If we determine a suspicious transaction relating to your Account, we may suspend, halt or terminate the transaction, reverse the transaction and/or report the transaction to the relevant authorities, without notice to you. Any action we take in response to a suspicious transaction shall not result in a breach of this Agreement.

11. Intellectual Property Rights

All intellectual property relating to the Platform, including, but not limited to website name, goodwill, trademarks, logos, databases, website design, text and graphics, software, photos, videos, music, sounds and any combinations of the aforementioned files, and the intellectual property rights of software compilation, associated source code and software (including small applications and scripts) (“Intellectual Property”) shall be owned by us. You shall not copy, modify, transmit or use any of the Intellectual Property for commercial purposes. Your use of the Services does not grant you any rights over the Intellectual Property.

Upon acceptance of this Agreement, it shall be deemed that you have transferred and assigned exclusively and free of charge to us all copyright of any form of information that you publish on this Website, including, but not limited to copyrights, distribution rights, lease rights, exhibition rights, performance rights, projection rights, broadcasting rights, information network dissemination rights, shooting rights, adaptation rights, translation rights, compilation rights and other transferable rights that copyright owners are entitled to, and we shall have the right to sue for any infringement on such copyright and obtain full compensation for such infringement. This Agreement shall apply to any content that is published by you on this Website and is protected by copyright law, regardless of whether the content is generated before or after the signing of this Agreement.

You shall not illegally use or dispose of our or any other person's Intellectual Property when you use the Services. You may not publish or authorise other websites or media to use the Intellectual Property in any manner whatsoever.

12. Rights and Obligations

Notwithstanding anything in this Agreement, we reserve the right, in our sole discretion:

- (i) where there are errors or updates, to amend information displayed on the Website;
- (ii) to modify, suspend or terminate any or all of the Services offered at any time without prior notice to you. In the event of such termination, it will take effect on the date of the announcement of the termination on the Website;
- (iii) suspend or permanently terminate your access to your Account, the Platform or your use of any or all the Services;
- (iv) if we suspect or determine that the information you provide to us is wrong, untrue, invalid and/or incomplete, notify you to correct or update the information you provide to us and provided that you do not correct and update the relevant information, suspend or terminate the provision of Services to you;
- (v) delete any content or information on the Platform which does not comply with applicable laws, rules and regulations without prior notice to you;
- (vi) in accordance with applicable laws, rules and regulations, request information from you. You shall have an obligation to assist us with such request; and
- (vii) in the interest of Users, under special circumstances which hinders the provision of Services on the Platform, such as a system failure, network failure or in extreme market conditions, to amend the Services provided. You shall be informed of such amendments through announcements on the Website.

Unless otherwise stated in this Agreement, we shall:

- (i) use necessary technical means and management measures to ensure the normal operation of the Platform and provide a necessary and reliable environment for your use of the Services;
- (ii) maintain the provision of Services to you;

(iii) ensure the security of your Digital Assets by strengthening our technical capabilities and enhancing our security measures; and

(iv) provide you with advance notice regarding foreseeable security risks relating to your Account.

13. Representations and Warranties

By agreeing to this Agreement, you represent, warrant and/or undertake that:

(i) you have not been previously suspended or removed from using the Services;

(ii) you are of statutory age, have the capacity and are authorised to enter into this Agreement and use the Services as required by all applicable laws, rules and regulations;

(iii) your use of the Services and your Account activity is in compliance with all applicable laws, rules and regulations;

(iv) all your Digital Assets are legally acquired and owned by you;

(v) you are solely liable for the actions taken using your Account;

(vi) you are responsible for all profits, losses or liabilities arising from your transactions and use of your Account;

(vii) all the information you provide to us is true, accurate and complete;

(viii) you shall make the relevant reports to authorities for taxation purposes;

(ix) you shall refrain from engaging in any illegal activity through your use of the Services;

(x) you shall always refrain from engaging in or participating in any act or activity that damages the interests of the Platform, whether or not in connection with the Services provided by this Website;

(xi) you shall not act in a way that is contrary to the intended use of the Platform, such as facilitating the illegal transfer of information, spread false information about the Platform, actions that infringe on our rights or the rights of other Users, invitations to pyramid schemes or falsifying and relaying such false information to us or other Users;

(xii) you shall not maliciously interfere with the normal operations of the Platform or other Users' use of the Services, whether through technical means or otherwise;

(xiii) you shall not state or spread false defamatory information about us;

(xiv) in the event of a dispute between you and other User(s), you shall only resort to judicial or other government-related means to request information from us;

(xv) you are liable for all fees and taxes relating to any hardware, software and other third party services incurred by you in your use of the Services; and

(xvi) you shall comply with this Agreement and other guidelines and rules that we release in relation to this Platform.

14. Liability and Indemnification

You understand and agree that we shall not be held liable and you shall be solely accountable for any of the following:

(i) loss of income;

(ii) loss of transaction profits;

(iii) contractual losses;

(iv) disruption of business;

(v) currency-related losses;

(vi) loss or damage of information or data;

(vii) loss of opportunities;

(viii) loss from the price or value of Digital Assets;

(ix) costs of purchasing products and services outside the scope of the Services;

(x) any failures in software, hardware, internet connection and any distortion and delays arising therefrom;

(xi) any indirect, special or incidental loss or damages arising from any infringement (including negligence) and/or breach of contract or any other cause, regardless of whether or not such loss or damage may reasonably be foreseen by us and regardless of whether or not we are notified in advance of the possibility of such loss or damages;

(xii) any malicious programs such as viruses or trojans that you may have from your use of the Services;

(xiii) information, products or business of third party websites which link to this Website;

(xiv) loss arising from any information or technology on the Platform in relation to its validity, accuracy, correctness, reliability, quality, stability, integrity, timeliness, applicability (including for a specific purpose), freedom from error or omission and consistency;

(xv) errors in our calculations of transactions on the Platform;

(xvi) damages:

(a) to your goodwill or reputation;

(b) to you when we are reasonably justified to believe that your transactions and/or conduct on the Platform may involve any illegal activity or breach of this Agreement;

(c) arising from any expenses or losses arising from the purchase or acquisition of data, information or digital currency through the Services;

(d) arising from your misunderstanding of the Services; and/or

(e) arising from any other loss relating to the Services which cannot be attributed to us.

14.1 Limitation of Liability

Notwithstanding anything in this Agreement, our liability to you shall not exceed your total cost incurred from the period starting 3 months prior to the event giving rise to the liability and ending at the time of the relevant event.

We do not waive any of the rights not mentioned in this Agreement and to the maximum extent permitted by the applicable law, to limit, exempt or offset our liability for damages.

If you have a dispute with one or more Users of the Services (other than us), you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives, will be liable for any claims, demands and damages (actual and consequential, direct or indirect) of any kind or nature arising out of or in any way connected with such disputes.

14.2 Indemnification

You agree to indemnify us, our affiliates and service providers, and each of our, or their, respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and/or our enforcement of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

14.3 Our Guarantees

The guarantees and undertakings specified in this Agreement shall be the only guarantee and statements that we make in connection with the Services provided by us under this Agreement and through this Website and shall supersede any and all the guarantees and undertakings arising in any other way and manner, whether in writing or in words, express or implied. All these guarantees and undertakings represent only our own guarantees and undertakings and do not guarantee any third party's compliance with the guarantees and undertakings contained in this Agreement.

15. Termination and Remedies for Breach

We shall have the right at any time to terminate all Services offered by us to you in accordance with this Agreement and this Agreement shall terminate on the relevant date of termination of all Services. You shall have the right to terminate your use of the Services provided by us at any time and this Agreement shall terminate on the relevant date of your termination of use of the Services. Upon termination of this Agreement, you agree that you shall not have the right to require us to continue to provide the Services to you or perform any other obligation, including, but not limited to, requesting us to keep or disclose to you any information in your Account, or to disclose to you or any third party any information therein that is not read or sent.

15.1 Breach of Agreement

In the event you breach this Agreement or any applicable laws, rules or regulations, you shall pay to us a minimum of US\$2 million in compensation and bear all expenses we incur in connection with such breach, including any legal fees ("Compensation"). In the event the Compensation is unable to cover our losses, you shall be liable for the additional amounts in excess of the Compensation.

For the avoidance of doubt, the termination of this Agreement shall not prevent the non-breaching party from demanding the breaching party to assume liabilities arising other than from this Agreement.

16. Notices and Communications

Users undertake to refer to the announcements, materials and information on the Platform regularly and promptly. We will not be held responsible or liable in any manner of compensation should you incur personal losses arising from negligence of not referring to the announcements, materials and information.

17. Miscellaneous

17.1 Assignment

The rights and obligations agreed in this Agreement shall be equally binding on the assignees, the heirs, executors and administrators of the Parties hereto who benefit from the rights and obligations. Without our consent, you may not transfer to any third party any of your rights or obligations hereunder, provided, however, we may, at any time, assign our rights and obligations under this Agreement to any third party with 30 days' notice to you.

17.2 Force Majeure

Where we fail to provide the Services or delay in providing such Services due to circumstances not within our control such as information network equipment maintenance, information network connectivity failures, computer errors, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labour disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by governments, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide the Services to you or delay in providing the Services, or for the resultant loss you may sustain as a result of such failure or delay.

17.3 Relationship of Parties

This Agreement is only binding on the rights and obligations between you and us and does not involve legal relations and legal disputes arising from and relating to Transactions between the users of this Website, and between other parties and you.

Nothing in this Agreement shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless it is provided otherwise in this Agreement.

17.4 Entire Agreement

If any provision of this Agreement is found unenforceable, invalid or illegal by any court of competent jurisdiction, validity of the remaining provisions of this Agreement shall not be affected.

17.5 Amendment

We reserve the right to determine, amend or modify any content of this Agreement at any time at our sole discretion. The date and time displayed at the "Last updated on" section of this Agreement shall refer to the timing of any changes to the provisions contained herein and the contents of this Agreement. The amended agreement will take effect immediately upon announcement on the Platform. Although we have taken reasonable measures to ensure the accuracy of the information on the Platform, we do not guarantee the degree of such accuracy or bear any loss arising directly or indirectly from the information on the Platform or from any delay or failure caused by failure to connect with the internet, transmit or receive any notice and information.

You shall be responsible for being updated with the amendments to this Agreement. If you do not agree with the amendments, stop using the Services immediately. Any continued use of the Services shall be deemed as you agreeing to the terms of this Agreement.

17.6 Survival

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will continue to be binding and operate after the termination or expiration of this Agreement.

17.7 Data Protection

Your personal data will be properly protected and kept confidential, but we have the right to collect, process, use or disclose your personal data in accordance with this Agreement or applicable laws. Depending on the products or services concerned, your personal data may be disclosed to the following third parties:

- (i) your Transaction counterparty;
- (ii) our shareholders, partners, investors, directors, supervisors, senior managers and employees;
- (iii) our joint ventures, alliance partners and business partners;
- (iv) our agents, contractors, suppliers, third-party service providers and professional advisers, including the parties who have been contracted to provide us with administrative, financial, research, operations, IT and other services, in such areas as telecommunications, information technology, payroll, information processing, training, market research and storage;
- (v) third-party business partners who provide goods and services or sponsor contests or other promotional activities, whether or not in cooperation with us;
- (vi) insurance companies or insurance investigators and credit providers;
- (vii) credit bureaus, or any debt collection agencies or dispute resolution centers in the event of dispute;
- (viii) professional consultants such as auditors and lawyers;
- (ix) relevant government regulatory agencies or law enforcement agencies to comply with laws or regulations implemented by government authorities;
- (x) assignees of our rights and obligations;
- (xi) banks, credit card companies and their respective service providers; and
- (xii) persons with your consent as determined by you or the applicable contract.

Regarding the collection and use of your personal information and storage protection, the Privacy Policy publicised on this Website shall prevail.

17.8 Export Control

Your use of the Services is subject to international export controls and economic sanctions requirements. By sending, receiving, buying, selling, trading or storing Digital Assets through the your use of the Services, you agree that you will comply with those requirements. You are not permitted to acquire Digital Assets or use any of the Services if:

- (i) you are in, under the control of, or a national or resident of Cuba, Democratic Republic of Congo, Democratic People' s Republic of North Korea, Iran, Libya, Somalia, South Sudan, Sudan, Yemen or Syria or any other country subject to United States embargo, UN sanctions, the European Union, the Monetary Authority of Singapore or HM Treasury's financial sanctions regimes (each a "Sanctioned Country"), or if you are a person on the economic sanctions lists as published from time to time by applicable authorities (including, but not limited to the Monetary Authority of Singapore' s Lists of Designated Individuals and Entities, U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or the EU financial sanctions regime (a "Sanctioned Person"); or
- (ii) you intend to supply any acquired or stored Digital Assets or Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

17.9 No Waiver

Our or your waiver of the right to hold the other Party liable for breaches of this Agreement or any other liability as is agreed upon in this Agreement shall not be construed or deemed as a waiver of the right to hold the other Party for other breaches of contract. Any failure to exercise any right or remedy shall not be construed in any way as a waiver of such right or remedy.

17.10 Dispute Resolution

You acknowledge and agree that, before filing any dispute or claim, you will contact us through support@cofinex.io where we will try to solve the relevant dispute internally as soon as possible ("Internal Resolution"). The Parties agree to negotiate and solve any dispute in good faith (such negotiation shall be confidential and protected under applicable laws, rules and regulations and will not be used as evidence in any proceeding).

You acknowledge and agree that, in case of any dispute, controversy, divergence or claim that can't be solved by Internal Resolution, including any dispute in connection with the existence, validity, interpretation, performance, breach or termination of this clause or

any dispute concerning or arising out of this clause (collectively referred to as the "Dispute"), the Parties shall submit the Dispute to the International Chamber of Commerce International Court of Arbitration ("ICC International Court of Arbitration") according to the ICC Rules of Arbitration in effect. The arbitration shall apply to applicable laws determined under the ICC Rules of Arbitration. Unless otherwise agreed by the Parties hereto, only one arbitrator shall be appointed according to the ICC Rules of Arbitration. The arbitrator shall have the exclusive right to make a ruling on his/her right of jurisdiction, including but not limited to any objection to the existence, scope or validity of the arbitration agreement or the arbitrability of any claim or counterclaim. The arbitration shall be conducted in English. The arbitrator shall, regardless of the method of arbitration, issue a reasonable written decision to explain the arbitration award, its basic conclusion and the conclusion (if any). The arbitration award shall be final and binding upon the Parties and may be enforced by any court of competent jurisdiction.

17.11 Unclaimed Property

If we hold Digital Assets on your behalf, and we are unable to contact you and have no record of your use of the Services for several years, applicable law may require us to report the Digital Assets as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such Digital Assets to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed Digital Assets, as permitted by applicable law.

17.12 Class Action Waiver

You agree that any claims relating to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of this Agreement) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all Parties, including us.

Appendix 1: Platform Services

Upon completion of registration and identity verification for your Account, you may access our various Services, including but not limited to Fiat Trading, spot trading, derivatives, COFINEX Earn, staking products, loan services, COFINEX Ecosystem and occasional programs/promotions that we may organise on the Platform in accordance with this Agreement, and any other individual agreements which may apply to the Services.

Users agree that the Guides and Agreements listed and/or hyperlinked below are legally binding documents which the Users agree to be bound to when using any and all of the Platform' s Services.

Appendix 2: COFINEX Futures Services Agreement

1. COFINEX Futures Trading Platform

The COFINEX Futures Trading Platform (hereinafter referred to as the "Platform" , "we" or "us") allows its users (hereinafter referred to as "the Users" or "you") to trade in Futures (as defined herein) through your Futures Account (as defined herein) (the "Services"). This COFINEX Futures Services Agreement ("Agreement") shall apply to all the Services offered on the Platform. For convenience, you and us are hereby collectively referred to as "both Parties" and individually as "each Party" .

All terms and references used in this Agreement which are defined in the Cofinex Platform User Agreement ("User Agreement") but are not defined in this Agreement shall have the same meaning and construction in the terms of this Agreement.

This Agreement is supplementary to the User Agreement and its terms shall be read together with the User Agreement, guides, Platform rules, announcements or any other information on the Platform that we may publish from time to time. In the event of any conflict between the terms of this Agreement and the User Agreement, the User Agreement shall prevail.

2. General Terms

You shall read this Agreement carefully before using the Platform to access the Services and seek independent legal advice if necessary. If you do not agree with or understand this Agreement, please immediately cease to use the Services. By clicking on "I Agree" , "Confirm" , creating a Futures Account, accessing your Futures Account or using the Services, you shall be deemed to have understood, bound by and agreed in full with the Agreement, including any modifications made to this Agreement from time to time.

All headings herein are exclusively for the convenience of wording and are not intended to expand or limit the content or scope of the terms and conditions of this Agreement. All information on the Platform and this Agreement are provided on an "as is" and "as available" basis, with no further promises made by us. Headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

3. Definitions

"Agreement" means the COFINEX Futures Services Agreement.

"Airdrop Reward" has the meaning as described in clause 16.

"AML/CTF" means anti-money laundering/counter terrorism financing.

"Basic Rate" has the meaning as described in article 2 of Annex 3.

"Business Days" means a day other than a Saturday, Sunday or a day gazetted as a public holiday when the banks are open for the transaction of business.

"Compensation" has the meaning as described in clause 19.

"Cross-Leverage Account" has the meaning as described in article 2 of Annex 1.

"Dealing with your Futures Accounts" has the meaning as described in clause 4.4.

"Digital Assets" means a digital representation of value that can be digitally transferred, stored and traded which is supported by the Platform.

"Early Settlement" has the meaning as described in clause 14.

"Fees" has the meaning as described in clause 13.

"Forced Liquidation" has the meaning as described in clause 10.

"Forced Liquidation Line" has the meaning as described in article 7 of Annex 1.

"Futures" means the futures products that we offer for trading on the Platform from time to time.

"Futures Account" means your futures account with the Platform.

"HT Deduction" has the meaning as described in article 2 of Annex 3.

"Index" has the meaning as described in clause 7.

"Index Data" has the meaning as described in clause 7.

"Ineligible Events" has the meaning as described in clause 16.

"Interest Rates" has the meaning as described in article 2 of Annex 3.

"Isolated-Leverage Account" has the meaning as described in article 3 of Annex 2.

"KYC" means know-your-customer.

"Liquidation Level" has the meaning as described in clause 10.

"Loan" has the meaning as described in clause 9.

"Margin" has the meaning as described in clause 8.

"Margin Adjustment Coefficient" has the meaning as described in article 2 of Annex 1.

"Margin Ratio" has the meaning as described in clause 9.

"Margin Requirements" has the meaning as described in clause 8.

"Margin Service" has the meaning as described in clause 8.

"Market Misconduct" has the meaning as described in clause 17.

"Order" has the meaning as described in clause 6.

"Order Limits" has the meaning as described in clause 6.

“Order Limit Prevention” has the meaning as described in clause 6.

“Order Types” means the types of orders we may provide for the execution of your order on the Platform.

“Payment Policies” has the meaning as described in article 2 of Annex 3.

“Platform” means the COFINEX Futures Trading Platform.

“Point Card Deduction” has the meaning as described in article 2 of Annex 3.

“Pre-Closing Period” has the meaning as described in clause 4.4.

“Rate Policy” has the meaning as described in article 2 of Annex 3.

“Registration Data” has the meaning as described in clause 4.1.

“Services” means the services relating to Futures that we offer to you on the Platform from time to time.

“Settlement” has the meaning as described in clause 14.

“Tiered Rate” has the meaning as described in article 2 of Annex 3.

“Transaction” has the meaning as described in clause 4.2.

“User Agreement” means the Cofinex Platform User Agreement.

“Users” means the users of the Platform.

“Warning Line” has the meaning as described in article 7 of Annex 1.

“Warning Message” has the meaning as described in article 7 of Annex 1.

4. Futures Account

4.1 Futures Account Creation

To be eligible to create a Futures Account, you confirm that you are a natural person, a legal person or any other entity with the authority to enter into this agreement and use the Services in compliance with all applicable laws, rules and regulations. You shall not create a Futures Account for the purposes of violating any applicable laws, rules and regulations and/or undermine the Services provided on the Platform.

Should you not be eligible to create a Futures Account, we reserve the right to refuse your registration for a Futures Account and if you have already created a Futures Account, we shall have the right to suspend, terminate and/or close your account without any advance notice to you and hold you accountable for any adverse consequences arising therefrom. We reserve the right to reject any applications to create a Futures Account at our sole discretion, including, but not limited to Futures Accounts relating to political and/or public figures or to comply with AML/CTF laws and regulations.

To create a Futures Account, you shall provide the information necessary to fulfil the Platform' s KYC procedure, which may include:

- (i) a valid email address;
- (ii) a mobile phone number;
- (iii) your real name;
- (iv) identification documentation; and
- (v) any other information as required by us to create and maintain your Futures Account, together, the "Registration Data" .

In the event where your mobile phone number requires any registration with your real name, you shall complete such registration process before providing the mobile phone number to us. You shall be responsible for and bear any losses, direct or indirect, and any adverse consequences arising from the lack of such registration.

You are responsible for updating the Registration Data and ensure that it is accurate at all times. You shall be responsible for the authenticity, integrity and accuracy of the Registration Data and bear any direct or indirect loss and adverse consequences arising from any inaccuracies of your Registration Data.

After we verify and approve the creation of your Futures Account, you can transfer your Digital Assets to your Futures Account and use the Services. You agree to receive emails and/or messages sent by us relating to the management and operation of the Platform.

4.2 Futures Account Usage

You have the right to use your Futures Account to access the Platform to use the Services, including:

- (i) to browse the real-time quotes and transaction information of Digital Asset products on this Website;
- (ii) to submit digital asset transactions, whether to trade or otherwise (each, a "Transaction") instructions;
- (iii) to complete Transactions;
- (iv) view the information provided to Users with your Account;
- (v) participate in activities organised by us in accordance with the relevant rules of the activity; and/or
- (vi) other Services that we may offer to you from time to time.

4.3 Futures Account Security

Unless with our consent, you shall not assign your Futures Account to any other person, whether through a donation, loan, lease, transfer or otherwise.

We are under no obligation to issue any replacement Digital Assets in the event that any Digital Assets, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

4.4 Suspension, Termination or Closure

We reserve the right to suspend certain or all Services to your Futures Account, freeze the Digital Assets in your Futures Account, terminate your Futures Account, close your Futures Account and/or notify the relevant authorities ("Dealing with your Futures Accounts") if:

- (i) we reasonably believe that we need to do so in order to protect our reputation;
- (ii) use of your Futures Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Futures Account activity;
- (iii) you are not eligible to create a Futures Account in accordance with clause 4.1;
- (iv) when you create a Futures Account on behalf of a legal entity and you are not an authorised person to act on behalf of such legal entity;

- (v) we decide, in our sole discretion, that you are not suitable to use the Services;
- (vi) you are not the person as stated in the Registration Data associated with your Futures Account;
- (vii) you do not log into your Futures Account for an uninterrupted period of 1 year;
- (viii) you use your Futures Account to engage in illegal or illegitimate activities, such as money laundering and bribery;
- (ix) you use your Account to engage in market manipulative activities, improper transactions or other illicit trading activities such as money laundering, smuggling and commercial bribery; and/or
- (x) you are in breach of this Agreement or any other applicable laws, rules and regulations.

Notwithstanding the above, we reserve the right to close and terminate your Futures Account by providing you with 7 Business Days' notice. Thereafter, you shall have 7 Business Days to take any necessary actions, including cancelling any orders or closing your positions ("Pre-Closing Period"). After the end of the Pre-Closing Period, we shall have the right to cancel your orders, close your positions and return the Digital Assets in your Futures Account to you. Notwithstanding anything in this Agreement, if your Futures Account has been closed in accordance with this clause, all remaining account balance (which includes charges and liabilities owed to us) will be immediately payable to us.

We shall not be liable for any adverse consequences and/or losses associated with our Dealing with your Futures Accounts.

We maintain full custody of the Digital Assets, funds and User information/data which may be turned over to governmental authorities in the event of a Futures Account' s suspension or closure arising from fraud investigations, investigations of violation of law or violation of this Agreement.

5. Deposits, Custody, Withdrawals and Transfers

The Services are available only in connection with the Digital Assets that we support, which may change from time to time. Under no circumstances should you use your Futures Account to store, send, request or receive Digital Assets in any form that we do

not support. We assume no responsibility or liability in connection with any attempt to use your Futures Account for Digital Assets that we do not support. We provide the Services to you and we are not a party to any Transactions of Digital Assets as a buyer or seller. The Services do not include any deposit, withdrawal or custody of any fiat currencies.

Unless otherwise stated on the Platform or in this Agreement, all Digital Assets held in your Futures Account are held by us on a custodial basis. This means that:

(i) title to the Digital Assets shall remain with you and not transfer to us. As the owner of the Digital Assets is your Futures Account, you shall bear all risk of loss of such Digital Assets. We do not represent or treat assets in Futures Account as belonging to us;

(ii) except as required by relevant authorities or otherwise stated in this Agreement, we will not sell, transfer, loan, hypothecate or otherwise alienate the assets in your Futures Account unless instructed by you or compelled by a court of competent jurisdiction to do so;

(iii) you control the Digital Assets in your Futures Account. At any time, subject to outages, downtime and other applicable policies, you may withdraw your Digital Assets by sending it to a different blockchain address controlled by you or a third party; and

(iv) your Digital Assets are segregated from our own Digital Assets or funds by way of separate ledger accounting entries for User and our accounts. We shall not have any obligation to use different blockchain addresses to store Digital Assets owned by you and by other customers or by us.

We reserve the right to set and adjust the limits on daily trading volume and withdrawals based on our internal considerations, which include any investigations by the relevant authorities, the security and the state of the relevant Digital Asset networks and/or any Loans (as defined herein) that are due any payable.

6. Futures Trading

After successfully registering for a Futures Account, you can transfer Digital Assets to your Futures Account to place an order on the Platform ("Order"). You may execute your Order through the Order Types made available on the Platform and enter and/or exit your positions on the Digital Assets currently available on the Platform.

Each User is responsible for any Order made on the Platform, including to ensure that the Order is properly submitted on the Platform through the relevant website, mobile application or other means which we may permit from time to time. Your Orders may be rejected by the Platform from time to time and it is your responsibility to ensure that your Order has been executed. We shall not be liable for any loss suffered as a result of any Order not being submitted by you or for your Order being rejected by the Platform. Orders are submitted to the Platform at your own risk. We are entitled to rely on, and you are bound by, all Orders submitted and Transactions executed through your Futures Account.

We shall have the sole discretion to amend, suspend or terminate any or all of the Order Types and Digital Assets available for trading on the Platform at any time and we shall not be liable for any losses incurred by you in respect of such amendment, suspension or termination.

To prevent market manipulation, we may place position and order size limits ("Order Limits") on your Futures Account. We have the sole discretion to reduce or close your Positions or cancel your Orders should you exceed your Order Limits ("Order Limit Prevention"). You shall be solely liable for any losses you may sustain through the Order Limit Prevention mechanism.

7. Index

For each Digital Asset available for trading on the Platform, the Platform uses an index ("Index") based on certain other exchanges' prices of the relevant Digital Asset ("Index Data") to determine the index price of each Digital Asset on the Platform. The Index Data is retrieved through API connections with the other relevant exchanges.

We shall have the sole discretion to adjust the constituents of the Index and their relevant weight in their Index without prior notice to you. We shall not be liable for any loss in the event there are errors in retrieving the Index Data or where there are large deviations in the constituents of the Index which result in a large deviation between the Index price and the actual traded price of the Digital Asset on the Platform.

8. Margin

The margin service ("Margin Service") offered by the Platform allows you to use the Digital Assets in your Futures Account ("Margin") to borrow other Digital Assets to execute trades on the Platform. By using the Margin Service, you agree that you fully

understand the risks associated with the Margin Service and that you shall use the Margin Service at your own risk.

You shall deposit and maintain in your Futures Account the Digital Assets in such form and amounts as required by us, by which we shall have the sole and absolute discretion to require from time to time to maintain the Margin Service. The list of Digital Assets we approve to be eligible to be used as Margin shall be prescribed by us and certain Digital Assets may only be valued based on the Margin Adjustment Coefficient (as defined herein). We shall not be obliged to inform you of any changes to the valuation of the Digital Assets to be used as Margin prior to such changes taking effect.

We shall have the sole discretion to decide the Margin requirements ("Margin Requirements") required by the Platform and shall have the right to vary the Margin Requirements from time to time and without prior notice to you. Unless otherwise stated, such changes to the Margin Requirements shall take effect immediately after we provide written notice regarding such change and pursuant to such change, you may be required to immediately deposit additional Margin in the Futures Account to execute any trades or maintain any positions on the Platform. Where you are required to post additional Margin, we are not obliged to take into account your Digital Assets which are not in your Futures Account.

All Margin shall be held by us as continuing security and shall be subject to a general lien and right of set-off in favour of us for any and all of your obligations, liabilities or monies at any time due by you and payable to us under this Agreement or otherwise. We shall have the right to realise your Margin as provided for in this Agreement.

We shall have the right to deposit, pledge, repledge, hypothecate, re-hypothecate, invest or loan any Margin provided to us and shall not be obligated to notify you on any interest, income or benefit that may be derived therefrom. No interest shall be paid to you on any Margin deposited by you under this Agreement and all such interest and benefit shall be retained by us for our own benefit. We shall not be liable to you for any loss of Margin resulting directly or indirectly from the closure, bankruptcy, insolvency, liquidation, receivership or other events of any third party which the Margin is deposited or pledged.

9. Loan

Subject to the terms of this Agreement, we agree to provide to you loans of Digital Assets to support your trading on the Platform subject to you meeting the Margin Ratio

(as defined herein) in your Futures Account ("Loan"). We reserve the right to vary or cancel partially or in full any amount of the Loan we provide to you. Notwithstanding anything in this Agreement, we shall not be obligated to provide or continue to provide any Loan to you. You agree to only use any Loan provided to you to use the Services on the Platform only.

You agree at all times to maintain in your Futures Account the minimum amount of Margin to satisfy the Platform' s margin ratio ("Margin Ratio") that we prescribe from time to time. You are solely responsible to monitor the Margin Ratio requirements of your Futures Account. In the event your Futures Account does not contain sufficient Margin to meet the minimum Margin Ratio, you all be responsible to transfer additional Margin to your Futures Account, whether or not a margin call has been sent to you to meet the minimum Margin Ratio.

10. Liquidation

You acknowledge and agree that in the event the Margin Ratio in your Futures Account falls below the minimum Margin Ratio required by the Platform ("Liquidation Level"), you agree that we shall have the sole and absolute discretion to liquidate any Margin in your Futures Account, fully or partially close any open positions in your Futures Account and/or cancel any open orders in your Futures Account to bring your Margin Ratio above the Liquidation Level ("Forced Liquidation"). We shall not be obligated to provide notice to you before commencing the Forced Liquidation on the Margin in your Futures Account. In the event of such Forced Liquidation, you agree that:

- (i) you shall be liable for all fees relating to any Forced Liquidation;
- (ii) you shall be liable for any losses, whether realised or unrealised, resulting from the Forced Liquidation; and
- (iii) we shall not be liable for any losses, whether realised or unrealised, resulting from the Force Liquidation.

You agree that if the Margin sold is insufficient to repay the Margin Loan and any interest accrued thereof, you shall be liable for any remaining amounts owed to us. You shall be liable for a higher interest rate depending on the period and amount of the Loan we provide to you.

11. Leverage

The Platform allows you to execute trades on leverage based on the amount that is offered by the Platform at the time of your trade. After you select your leverage limit, all your positions shall use the same leverage limit. By executing a leveraged trade, you agree and understand:

- (i) the risks associated with trading Digital Assets using leverage;
- (ii) a leveraged position requires a higher level of risk management and risk tolerance and you have accessed such risks in accordance with your personal circumstances;
- (iii) you are liable for all risks and losses associated with the use of leverage in trading Digital Assets on the Platform; and
- (iv) we are not responsible or liable for any losses you may incur by trading leveraged positions on the Platform.

12. Calculations

Notwithstanding anything in this Agreement and the trading rules of the Platform and unless otherwise stated by us, you agree that all calculations performed by the Platform are final and conclusive.

13. Fees, Funding, Interest and Commission

We shall have the right to charge interest on any Loan provided to you at such rate as we determine from time to time.

You shall promptly pay any fees, funding, interest and commission owed to us and/or other Users ("Fees") in such manner that we may stipulate from time to time with respect to your use of the Services. We shall have the sole discretion to amend the Fees without prior notice to you and it is your sole responsibility to ensure you are aware of the Fees associated with the Services.

You agree that all Fees owed may be settled by deducting the relevant amounts from your Futures Account or other accounts you may have with us and you agree that any Fees owed is a debt immediately due and payable to the relevant party.

In the event you are unable to pay any of the Fees when they are due in the relevant Digital Asset owed, we shall have the right to effect payment or repayment in any other

Digital Asset that you have in your Futures Account or other account with us at an exchange rate as determined by us at the time of repayment.

Any applicable taxes, duties, disbursements, costs and/or other expenses incurred by us relating to your use of the Services shall be borne by you.

14. Settlement and Delivery

Settlement occurs when your position closes or expires at the Settlement Price and the profit or loss is credited or deducted from your Futures Account ("Settlement"). We have the sole discretion to declare early settlement due to concerns about the underlying Digital Assets or to ensure a fair and orderly market ("Early Settlement") without prior notice to you. We shall not be liable for any losses relating to any Early Settlement. In the event of Early Settlement, all relevant positions will undergo Settlement at a time determined by us.

15. API Access

Subject to your eligibility, you may be offered API access to use the Services on the Platform. We reserve the right to limit, suspend or terminate any API access granted to you. Where using APIs to access the Services, you agree that we shall not be liable for any losses incurred in your use of the relevant API.

16. No Airdrop Rewards

You agree that you shall be eligible for any airdrop reward ("Airdrop Reward") and shall not have any legal or equitable rights over such Airdrop Reward in relation to:

(i) any Digital Assets which you borrowed; and/or

(ii) any positions you have on the Platform,

(together, the "Ineligible Events").

Where you receive any Airdrop Rewards pursuant to any Ineligible Events, you shall be liable to return any Airdrop Reward to us and we shall have the discretion to transfer the Airdrop Reward from your Futures Account to our own proprietary wallets. Until we carry out such transfer, we may, at our sole discretion, restrict you from withdrawing your Digital Assets from the Platform.

17. Market Misconduct

You must not under any circumstances engage in any conduct which we determine to be market misconduct ("Market Misconduct"), including, but not limited to:

- (i) engage in any form of market manipulation, such as spoofing orders, false trading or price rigging;
- (ii) by taking any action which creates a false or misleading appearance of trades or prices;
- (iii) taking any action to maintain an artificial price or manipulate the price;
- (iv) disclosing false or misleading information about the Platform; and/or
- (v) taking or omitting to take actions which would constitute fraud.

We shall have the discretion to use surveillance systems to monitor your activity on the Platform and shall take any action which we deem necessary to address any actual or potential Market Misconduct.

18. Termination and Remedies for Breach

We shall have the right at any time to terminate all Services offered by us to you in accordance with this Agreement and this Agreement shall terminate on the relevant date of termination of all Services. You shall have the right to terminate your use of the Services provided by us at any time and this Agreement shall terminate on the relevant date of your termination of use of the Services. Upon termination of this Agreement, you agree that you shall not have the right to require us to continue to provide the Services to you or perform any other obligation, including, but not limited to, requesting us to keep or disclose to you any information in your Futures Account, or to disclose to you or any third party any information therein that is not read or sent.

19. Breach of Agreement

In the event you breach this Agreement or any applicable laws, rules or regulations, you shall pay to us a minimum of US\$2 million in compensation and bear all expenses we incur in connection with such breach, including any legal fees ("Compensation"). In the event the Compensation is unable to cover our losses, you shall be liable for the additional amounts in excess of the Compensation.

For the avoidance of doubt, the termination of this Agreement shall not prevent the non-breaching party from demanding the breaching party to assume liabilities arising other than from this Agreement.

20. Notices and Communications

Users undertake to refer to the announcements, materials and information on the Platform regularly and promptly. We will not be held responsible or liable in any manner of compensation should you incur personal losses arising from negligence of not referring to the announcements, materials and information.

21. Miscellaneous

(i) Assignment

The rights and obligations agreed in this Agreement shall be equally binding on the assignees, the heirs, executors and administrators of the Parties hereto who benefit from the rights and obligations. Without our consent, you may not transfer to any third party any of your rights or obligations hereunder, provided, however, we may, at any time, assign our rights and obligations under this Agreement to any third party with 30 days' notice to you.

(ii) Force Majeure

Where we fail to provide the Services or delay in providing such Services due to circumstances not within our control such as information network equipment maintenance, information network connectivity failures, computer errors, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labour disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by governments, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide the Services to you or delay in providing the Services, or for the resultant loss you may sustain as a result of such failure or delay.

(iii) Relationship of Parties

This Agreement is only binding on the rights and obligations between you and us and does not involve legal relations and legal disputes arising from and relating to Transactions between the users of this Website, and between other parties and you.

Nothing in this Agreement shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless it is provided otherwise in this Agreement.

(iv) Entire Agreement

If any provision of this Agreement is found unenforceable, invalid or illegal by any court of competent jurisdiction, validity of the remaining provisions of this Agreement shall not be affected.

(v) Amendment

We reserve the right to determine, amend or modify any content of this Agreement at any time at our sole discretion. The date and time displayed at the "Last updated on" section of this Agreement shall refer to the timing of any changes to the provisions contained herein and the contents of this Agreement. The amended agreement will take effect immediately upon announcement on the Platform. Although we have taken reasonable measures to ensure the accuracy of the information on the Platform, we do not guarantee the degree of such accuracy or bear any loss arising directly or indirectly from the information on the Platform or from any delay or failure caused by failure to connect with the internet, transmit or receive any notice and information.

You shall be responsible for being updated with the amendments to this Agreement. If you do not agree with the amendments, stop using the Services immediately. Any continued use of the Services shall be deemed as you agreeing to the terms of this Agreement.

(vi) Survival

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will continue to be binding and operate after the termination or expiration of this Agreement.

(vii) No Waiver

Our or your waiver of the right to hold the other Party liable for breaches of this Agreement or any other liability as is agreed upon in this Agreement shall not be construed or deemed as a waiver of the right to hold the other Party for other breaches of contract. Any failure to exercise any right or remedy shall not be construed in any way as a waiver of such right or remedy.

Annex 1: Cross-Leverage Trading Rules

1. General

This Annex 1 is supplementary to the Agreement and shall apply to any functions relating to cross-leverage on the Platform.

2. Cross-Leverage

You shall provide Margin for Cross-Leverage Trading, which shall be equal to the net value of the Digital Assets in your cross-leverage account ("Cross-Leverage Account") multiplied by the corresponding margin adjustment coefficient ("Margin Adjustment Coefficient"). The Margin Adjustment Coefficient refers to the coefficient for the conversion of the margin of a token at its market price when calculating the margin amount. We shall have the right to:

- (i) adjust the Margin Adjustment Coefficient;
- (ii) the relevant token type which can be borrowed; and
- (iii) set a limit for the margin for a particular token,

from time to time without any prior notice to you.

3. Loan

The maximum amount of the Loan is the maximum amount of tokens that you can borrow from us. The Platform shall calculate the current maximum amount your Loan based on the maximum amount that you can borrow for cross leverage, the Margin Adjustment Coefficient, the Platform rules, and other restrictions we may consider from time to time.

After being granted to the leveraged loan, the borrowed digital assets will be transferred to your Cross-Leverage Account immediately and the Platform will commence charging interest immediately upon such transfer.

4. Leverage

The maximum amount of the Loan depends on the Digital Assets in your Futures Account and your selected leverage multiple.

5. Interest

Interest on your Loan shall be calculated based on the hourly service rate. Any period less than 60 minutes shall be deemed to be 1 hour. The interest shall start accruing once the Loan is credited to your Futures Account. You can repay the Loan anytime. Any Fees owed shall be paid first before the Margin is repaid.

6. Repayment

In the event you have multiple Loans on the Platform, you may select the Loan to be repaid first.

7. Risk Control

The Platform shall have the right to set the position limit for a single token type, which is used to calculate the risk rate, the purchase limit and the amount that can be transferred out your Cross-Leverage Account.

Only Digital Assets in your Cross-Leverage Account can be used as Margin for the Loan. We shall monitor the Margin Ratio of your Cross-Leverage Account. For the purposes of this Annex 1, your Margin Ratio shall be determined as follows:

Margin Ratio = Total value of Digital Assets within your position limit / (total value of liabilities + unpaid service fee)

The value of your assets shall be denominated in USDT, whereby the total market value of Digital Assets = the current total market value of the Digital Assets within the position limit of the Cross-Leverage Account. The value of Digital Assets exceeding your position limit is not accounted for in the calculation of the Margin Ratio.

Total value of liabilities = current total market value of Loans outstanding in the Cross-Leverage Account

Unpaid service fee = amount of each Loan * duration of the Loan at the time of calculation * hourly service rate - offset/paid service fee

When the Margin Ratio of the Cross-Leverage Account reaches 120% ("Warning Line"), the system will send a message to you through the contact information you provided ("Warning Message").

When the risk rate of the Cross-Leverage Account reaches 110% (the "Forced Liquidation Line"), the system will automatically trigger a Forced Liquidation, liquidating the positions in the Cross-Leverage Account held by you and automatically repaying all your Loans. If you have more than one Loan, the repayment will be made in chronological order and the Loan that occurs first will be repaid first. If all the assets in your Cross-Leverage Account are insufficient to repay all Loans, the Platform shall have the right to recover any owed amounts from you.

The Platform shall have the right to limit the purchase amount of tokens of a single type, to avoid reduced risk rates or even Forced Liquidation triggered by the purchase of tokens exceeding the position limit.

You shall be aware of the risks of leveraged trading. All losses caused by Forced Liquidation shall be borne by you, including any losses where you did not take appropriate measures to reduce your position after receiving in time after receiving a Warning Message.

We reserve the right to manage the total value of Loans, the maximum amount of Loans, the Margin Adjustment Coefficient, the Warning Line and Forced Liquidation Line.

In the event the balance in your Cross-Leverage Account is negative after a Forced Liquidation, we reserve the right to restrict any transfers and/or from your accounts with us. Any transfers to your Cross-Leverage Account will also be used to pay off any outstanding amounts owed.

Annex 2: Isolated-Leverage Trading Rules

1. General

This Annex 2 is supplementary to the Agreement and shall apply to any functions relating to isolated-leverage on the Platform.

2. Isolated-Leverage

You shall provide Margin for Isolated-Leverage Trading for each trading pair you intend to trade. The Platform shall set accounts for each trading pair in respect of each Loan.

3. Loan

The maximum amount of the Loan is the maximum loan limit of the relevant trading pair. It is calculated by the Platform based on the maximum loan amount in each isolated-leverage account ("Isolated-Leverage Account") and the rules and restrictions of the Platform.

After being granted the leveraged loan, the borrowed digital assets will be transferred to your Isolated-Leverage Account immediately and the Platform will commence charging interest immediately upon such transfer.

4. Leverage

The maximum amount of the Loan depends on the Digital Assets in your Futures Account and your selected leverage multiple.

5. Interest

Interest on your Loan shall be calculated based on the hourly service rate. Any period less than 60 minutes shall be deemed to be 1 hour. The interest shall start accruing once the Loan is credited to your Futures Account. You can repay the Loan anytime. Any Fees owed shall be paid first before the Margin is repaid.

6. Repayment

In the event you have multiple Loans on the Platform, you may select the Loan to be repaid first.

7. Risk Control

The Digital Assets in each Isolated-Leverage Account shall not be included as Margin in other Isolated-Leverage Accounts. We shall monitor the Margin Ratio of your Isolated-

Leverage Accounts in real time and reserve the right to take measures according to the change in your Margin Ratio.

Margin Ratio = Total value of Digital Assets/(total value of liabilities + unpaid service fee)

The value of your assets shall be denominated in BTC

Total value of assets = current total market value of all Digital Assets in the Isolated-Leverage Account

Total value of liabilities = current total market value of all Loans in the Isolated-Leverage Account that have been borrowed but not returned.

Unreturned service fee = amount of each Loan * Loan duration as at the time of the calculation * hourly service rate-deducted/returned service fee.

When the Margin Ratio of the Isolated-Leverage Account reaches the Warning Line, the system will send a Warning Message to you through the contact information you provided.

When the risk rate of your Isolated-Leverage Account reaches the Forced Liquidation Line, the system will automatically trigger a Forced Liquidation, liquidating the positions in the Isolated-Leverage Account held by you and automatically repaying all your Loans. If you have more than one Loan, the repayment will be made in chronological order and the Loan that occurs first will be repaid first. If all the assets in your Isolated-Leverage Account are insufficient to repay all Loans, the Platform shall have the right to recover any owed amounts from you.

You shall be aware of the risks of leveraged trading. All losses caused by Forced Liquidation shall be borne by you, including any losses where you did not take appropriate measures to reduce your position after receiving in time after receiving a Warning Message.

We reserve the right to manage the total value of the Loans, the maximum amount of Loans, the Warning Line and Forced Liquidation Line.

In the event the balance in your Isolated-Leverage Account is negative after a Forced Liquidation, we reserve the right to restrict any transfers and/or from your accounts with us. Any transfers to your Cross-Leverage Account will also be used to pay off any outstanding amounts owed.

Annex 3: Interest Rate

1. General

This Annex 3 is supplementary to the Agreement and shall apply to any functions relating to Loans on the Platform.

2. The Platform has two interest rates ("Interest Rates") and three payment policies ("Payment Policies"):

(i) basic rate of 0.098% ("Basic Rate");

(ii) tiered rate ("Tiered Rate");

(iii) payment in borrowed digital asset;

(iv) point card deduction ("Point Card Deduction"); and

(v) HT deduction ("HT Deduction"),

together, the "Rate Policy" .

The Basic Rate of Loans is 0.098% per day. Eligible users may also enjoy the Tiered Rate, which is updated daily. Tiered Rates are offered based on your trading volume on the Platform and the HT in your account(s) with us.

Provided you meet the requirements of the Platform, you may be eligible for the Point Card Deduction or HT Deduction in accordance with the rules the Platform at the time. Point Card Deductions and HT Deductions may not be used at the same time.

We reserve the right to adjust the Rate Policy from time to time in accordance with market conditions and other factors which we deem to be appropriate and update you from time to time through updating this Agreement and/or through announcements on the Platform.

Annex 4: Warning Messages

1. General

This Annex 4 is supplementary to the Agreement and shall apply to any functions relating to Warning Messages on the Platform.

2. Zero-Balance Warning

A zero-balance warning shall be sent to your account if the Margin Ratio reaches 120%.

3. Margin Ratio Warning

A margin ratio warning will be sent to your account if the Margin Ratio reaches 110%.

4. Limit Trading Warning

A limit trading warning shall be sent to your account if the Margin Ratio is lower than 110%. When this warning is given, we reserve the right to limit your trading and orders and repay any outstanding Loans and Fees owed to us.

Appendix 3: COFINEX Options Services Agreement

1. COFINEX Options Trading Platform

The COFINEX Options Trading Platform (hereinafter referred to as the "Platform" , "we" or "us") allows its users (hereinafter referred to as "Users" or "you") to trade in Options (as defined herein) through your Options Account (as defined herein) (the "Services"). This COFINEX Options Services Agreement ("Agreement") shall apply to all the Services offered on the Platform. For convenience, you and us are hereby collectively referred to as "both Parties" and individually as "each Party" .

All terms and references used in this Agreement which are defined in the Cofinex Platform User Agreement ("User Agreement") but are not defined in this Agreement shall have the same meaning and construction in the terms of this Agreement.

This Agreement is supplementary to the User Agreement and its terms shall be read together with the User Agreement. In the event of any conflict between the terms of this Agreement and the User Agreement, the User Agreement shall prevail.

2. General Terms

You shall read this Agreement carefully before using the Platform to access the Services and seek independent legal advice if necessary. If you do not agree with or understand this Agreement, please log out of your Options Account immediately and cease to use the Services. By clicking on "Confirm" , "I Agree", creating an Option Account, accessing your Options Account or using the Services, you shall be deemed to have understood, bound by and agreed in full with the Agreement, including any modifications made to this Agreement from time to time.

All headings herein are exclusively for the convenience of wording and are not intended to expand or limit the content or scope of the terms and conditions of this Agreement. All information on the Platform and this Agreement are provided on an "as is" and "as available" basis, with no further promises made by us. Headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

3. Definitions

"Agreement" means the COFINEX Options Services Agreement.

"AML/CTF" means anti-money laundering/counter terrorism financing.

"Business Days" means a day other than a Saturday, Sunday or a day gazetted as a public holiday when the banks are open for the transaction of business.

"Compensation" has the meaning as described in clause 12.

"Dealing with your Options Accounts" has the meaning as described in clause 4.4.

“Digital Assets” means a digital representation of value that can be digitally transferred, stored and traded which is supported by the Platform.

“Early Settlement” has the meaning as described in clause 9.

“Fees” has the meaning as described in clause 8.

“KYC” means know-your-customer.

“Market Misconduct” has the meaning as described in clause 10.

“Options” means the options products that we offer for trading on the Platform from time to time.

“Options Account” means your options account with the Platform.

“Option Type” has the meaning as described in clause 6.

“Platform” means the COFINEX Options Trading Platform.

“Pre-Closing Period” has the meaning as described in clause 4.4.

“Quote” has the meaning as described in clause 6.

“Registration Data” has the meaning as described in clause 4.1.

“Request” has the meaning as described in clause 6.

“Services” means the services relating to Options that we offer to you on the Platform from time to time.

“Settlement” has the meaning as described in clause 9.

“Transaction” has the meaning as described in clause 4.2.

“User Agreement” means the Cofinex Platform User Agreement.

“Users” means the users of the Platform.

4. Options Account

4.1 Options Account Creation

To be eligible to create an Options Account, you confirm that you are a natural person, a legal person or any other entity with the authority to enter into this agreement and use the Services in compliance with all applicable laws, rules and regulations. You shall not create an Options Account for the purposes of violating any applicable laws, rules and regulations and/or undermine the Services provided on the Platform.

Should you not be eligible to create an Options Account, we reserve the right to refuse your registration for an Options Account and if you have already created an Options Account, we shall have the right to suspend, terminate and/or close your account without any advance notice to you and hold you accountable for any adverse consequences arising therefrom. We reserve the right to reject any applications to create an Options Account at our sole discretion, including, but not limited to Options Accounts relating to political and/or public figures or to comply with AML/CTF laws and regulations.

To create an Options Account, you shall provide the information necessary to fulfil the Platform' s KYC procedure, which may include:

- (i) a valid email address;
 - (ii) a mobile phone number;
 - (iii) your real name;
 - (iv) identification documentation; and
 - (v) any other information as required by us to create and maintain your Options Account,
- together, the "Registration Data" .

In the event where your mobile phone number requires any registration with your real name, you shall complete such registration process before providing the mobile phone number to us. You shall be responsible for and bear any losses, direct or indirect, and any adverse consequences arising from the lack of such registration.

You are responsible for updating the Registration Data and ensure that it is accurate at all times. You shall be responsible for the authenticity, integrity and accuracy of the Registration Data and bear any direct or indirect loss and adverse consequences arising from any inaccuracies of your Registration Data.

After we verify and approve the creation of your Options Account, you can transfer your Digital Assets to your Options Account and use the Services. You agree to receive emails and/or messages sent by us relating to the management and operation of the Platform.

4.2 Options Account Usage

You have the right to use your Options Account to access the Platform to use the Services, including:

- (i) to browse the real-time quotes and transaction information of Digital Asset and Option Types on this Website;
- (ii) to submit digital asset transactions, whether to trade or otherwise (each, a "Transaction") instructions;
- (iii) to complete Transactions;
- (iv) view the information provided to Users with your Account;
- (v) participate in activities organised by us in accordance with the relevant rules of the activity; and/or
- (vi) other Services that we may offer to you from time to time.

4.3 Options Account Security

Unless with our consent, you shall not assign your Options Account to any other person, whether through a donation, loan, lease, transfer or otherwise.

We are under no obligation to issue any replacement Digital Assets in the event that any Digital Assets, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

4.4 Suspension, Termination or Closure

We reserve the right to suspend certain or all Services to your Options Account, freeze the Digital Assets in your Options Account, terminate your Options Account, close your Options Account and/or notify the relevant authorities ("Dealing with your Options Accounts") if:

- (i) we reasonably believe that we need to do so in order to protect our reputation;

- (ii) use of your Options Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Options Account activity;
- (iii) you are not eligible to create an Options Account in accordance with clause 4.1;
- (iv) when you create an Options Account on behalf of a legal entity and you are not an authorised person to act on behalf of such legal entity;
- (v) we decide, in our sole discretion, that you are not suitable to use the Services;
- (vi) you are not the person as stated in the Registration Data associated with your Options Account;
- (vii) you do not log into your Options Account for an uninterrupted period of 1 year;
- (viii) you use your Options Account to engage in illegal or illegitimate activities, such as money laundering and bribery;
- (ix) you use your Options Account to engage in market manipulative activities, improper transactions or other illicit trading activities such as money laundering, smuggling and commercial bribery; and/or
- (x) you are in breach of this Agreement or any other applicable laws, rules and regulations.

Notwithstanding the above, we reserve the right to close and terminate your Options Account by providing you with 7 Business Days' notice. Thereafter, you shall have 7 Business Days to take any necessary actions, including cancelling any orders or closing your positions ("Pre-Closing Period"). After the end of the Pre-Closing Period, we shall have the right to cancel your orders, close your positions and return the Digital Assets in your Options Account to you. Notwithstanding anything in this Agreement, if your Options Account has been closed in accordance with this clause, all remaining account balance (which includes charges and liabilities owed to us) will be immediately payable to us.

We shall not be liable for any adverse consequences and/or losses associated with our Dealing with your Options Accounts.

We maintain full custody of the Digital Assets, funds and User information/data which may be turned over to governmental authorities in the event of an Options Account' s

suspension or closure arising from fraud investigations, investigations of violation of law or violation of this Agreement.

5. Deposits, Custody, Withdrawals and Transfers

The Services are available only in connection with the Digital Assets that we support, which may change from time to time. Under no circumstances should you use your Options Account to store, send, request or receive Digital Assets in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your Options Account for Digital Assets that we do not support. We provide the Services to you and we are not a party to any Transactions of Digital Assets as a buyer or seller. The Services do not include any deposit, withdrawal or custody of any fiat currencies.

Unless otherwise stated on the Platform or in this Agreement, all Digital Assets held in your Options Account are held by us on a custodial basis. This means that:

(i) title to the Digital Assets shall remain with you and not transfer to us. As the owner of the Digital Assets is your Options Account, you shall bear all risk of loss of such Digital Assets. We do not represent or treat assets in Options Account as belonging to us;

(ii) except as required by relevant authorities or otherwise stated in this Agreement, we will not sell, transfer, loan, hypothecate or otherwise alienate the assets in your Options Account unless instructed by you or compelled by a court of competent jurisdiction to do so;

(iii) you control the Digital Assets in your Options Account. At any time, subject to outages, downtime and other applicable policies, you may withdraw your Digital Assets by sending it to a COFINEX account different blockchain address controlled by you or a third party; and

(iv) your Digital Assets are segregated from our own Digital Assets or funds by way of separately ledger accounting entries for you and our accounts. Notwithstanding the foregoing, we shall not have any obligation to use different blockchain addresses to store Digital Assets owned by you and by other customers or by us.

We reserve the right to set and adjust the limits on daily trading volume and withdrawals based on our internal considerations, which include any investigations by the relevant authorities, the security and/or the state of the relevant Digital Asset networks.

6. Options Trading

After successfully registering for an Options Account, you can transfer Digital Assets to your Options Account. To purchase an Option, you are required to request ("Request") for a quote on the Platform ("Quote"). After you accept the Quote and depending on the type of Options Product you choose to purchase ("Option Type"), you are able to exercise your Option at any time or it will settle automatically on the Expiry Date.

You are responsible for any Option you purchase on the Platform, including to ensure that your Request is properly submitted on the Platform through the relevant website, mobile application or other means which we may permit from time to time. Your Request may be rejected by the Platform from time to time and it is your responsibility to ensure that your Request has been submitted. We shall not be liable for any loss suffered as a result of any Request not being submitted by you or for your Request being rejected by the Platform. Requests are submitted to the Platform at your own risk. We are entitled to rely on, and you are bound by, all Requests, purchases and trades made through your Options Account.

We shall have the sole discretion to amend, suspend or terminate any or all of the Option Types available for trading on the Platform at any time and we shall not be liable for any losses incurred by you in respect of such amendment, suspension or termination.

7. Calculations

Notwithstanding anything in this Agreement and the trading rules of the Platform and unless otherwise stated by us, you agree that all calculations performed by the Platform are final and conclusive.

8. Fees and Premium

You shall promptly pay any fees and commission owed to us, our service providers and/or other Users ("Fees") in such manner that we may stipulate from time to time with respect to your use of the Services. We shall have the sole discretion to amend the Fees without prior notice to you and it is your sole responsibility to ensure you are aware of the Fees associated with the Services.

You agree that all Fees owed may be settled by deducting the relevant amounts from your Options Account or other accounts you may have with us and you agree that any Fees owed is a debt immediately due and payable to the relevant party.

In the event you are unable to pay any of the Fees when they are due in the relevant Digital Asset owed, we shall have the right to effect payment or repayment in any other Digital Asset that you have in your Options Account or other account with us at an exchange rate as determined by us at the time of repayment.

Any applicable taxes, duties, disbursements, costs and/or other expenses incurred by us relating to your use of the Services shall be borne by you.

9. Settlement and Delivery

Settlement occurs when you exercise your Option or it settles automatically on the Expiry Date and the profit or loss is credited or deducted from your Options Account ("Settlement"). We have the sole discretion to declare early settlement due to concerns about the underlying Digital Assets or to ensure a fair and orderly market ("Early Settlement") without prior notice to you. We shall not be liable for any losses relating to any Early Settlement. In the event of Early Settlement, all relevant Options will undergo Settlement at a time determined by us.

10. Market Misconduct

You must not under any circumstances engage in any conduct which we determine to be market misconduct ("Market Misconduct"), including, but not limited to:

- (i) engage in any form of market manipulation, such as spoofing orders, false trading or price rigging;
- (ii) by taking any action which creates a false or misleading appearance of trades or prices;
- (iii) taking any action to maintain an artificial price or manipulate the price;
- (iv) disclosing false or misleading information about the Platform; and/or
- (v) taking or omitting to take actions which would constitute fraud.

We shall have the discretion to use surveillance systems to monitor your activity on the Platform and shall take any action which we deem necessary to address any actual or potential Market Misconduct.

11. Termination and Remedies for Breach

We shall have the right at any time to terminate all Services offered by us to you in accordance with this Agreement and this Agreement shall terminate on the relevant date of termination of all Services. You shall have the right to terminate your use of the Services provided by us at any time and this Agreement shall terminate on the relevant date of your termination of use of the Services. Upon termination of this Agreement, you agree that you shall not have the right to require us to continue to provide the Services to you or perform any other obligation, including, but not limited to, requesting us to keep or disclose to you any information in your Options Account, or to disclose to you or any third party any information therein that is not read or sent.

12. Breach of Agreement

In the event you breach this Agreement or any applicable laws, rules or regulations, you shall pay to us a minimum of US\$2 million in compensation and bear all expenses we incur in connection with such breach, including any legal fees ("Compensation"). In the event the Compensation is unable to cover our losses, you shall be liable for the additional amounts in excess of the Compensation.

For the avoidance of doubt, the termination of this Agreement shall not prevent the non-breaching party from demanding the breaching party to assume liabilities arising other than from this Agreement.

13. Notices and Communications

Users undertake to refer to the announcements, materials and information on the Platform regularly and promptly. We will not be held responsible or liable in any manner of compensation should you incur personal losses arising from negligence of not referring to the announcements, materials and information.

14. Miscellaneous

(i) Assignment

The rights and obligations agreed in this Agreement shall be equally binding on the assignees, the heirs, executors and administrators of the Parties hereto who benefit from the rights and obligations. Without our consent, you may not transfer to any third party any of your rights or obligations hereunder, provided, however, we may, at any time, assign our rights and obligations under this Agreement to any third party with 30 days' notice to you.

(ii) Force Majeure

Where we fail to provide the Services or delay in providing such Services due to circumstances not within our control such as information network equipment maintenance, information network connectivity failures, computer errors, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labour disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by governments, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide the Services to you or delay in providing the Services, or for the resultant loss you may sustain as a result of such failure or delay.

(iii) Relationship of Parties

This Agreement is only binding on the rights and obligations between you and us and does not involve legal relations and legal disputes arising from and relating to Transactions between the users of this Website, and between other parties and you.

Nothing in this Agreement shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless it is provided otherwise in this Agreement.

(iv) Entire Agreement

If any provision of this Agreement is found unenforceable, invalid or illegal by any court of competent jurisdiction, validity of the remaining provisions of this Agreement shall not be affected.

(v) Amendment

We reserve the right to determine, amend or modify any content of this Agreement at any time at our sole discretion. The date and time displayed at the "Last updated on" section of this Agreement shall refer to the timing of any changes to the provisions contained herein and the contents of this Agreement. The amended agreement will take effect immediately upon announcement on the Platform. Although we have taken reasonable measures to ensure the accuracy of the information on the Platform, we do not guarantee the degree of such accuracy or bear any loss arising directly or indirectly

from the information on the Platform or from any delay or failure caused by failure to connect with the internet, transmit or receive any notice and information.

You shall be responsible for being updated with the amendments to this Agreement. If you do not agree with the amendments, stop using the Services immediately. Any continued use of the Services shall be deemed as you agreeing to the terms of this Agreement.

(vi) Survival

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will continue to be binding and operate after the termination or expiration of this Agreement.

(vii) No Waiver

Our or your waiver of the right to hold the other Party liable for breaches of this Agreement or any other liability as is agreed upon in this Agreement shall not be construed or deemed as a waiver of the right to hold the other Party for other breaches of contract. Any failure to exercise any right or remedy shall not be construed in any way as a waiver of such right or remedy.

Appendix 4: COFINEX Spot Trading Services Agreement

1. COFINEX Spot Trading Platform

The COFINEX Spot Trading Platform (hereinafter referred to as the "Platform" , "we" or "us") allows its users (hereinafter referred to as "Users" or "you") to trade in Digital Assets (as defined herein) through your Spot Account, Margin Account and Quant Account (each as defined herein and together, the "Platform Accounts") (the "Services"). This COFINEX Spot Trading Services Agreement ("Agreement") shall apply to all the Services offered on the Platform. For convenience, you and us are hereby collectively referred to as "both Parties" and individually as "each Party" .

All terms and references used in this Agreement which are defined in the Cofinex Platform User Agreement ("User Agreement") but are not defined in this Agreement shall have the same meaning and construction in the terms of this Agreement.

This Agreement is supplementary to the User Agreement and its terms shall be read together with the User Agreement, guides, Platform rules, announcements or any other information on the Platform that we may publish from time to time. In the event of any conflict between the terms of this Agreement and the User Agreement, the User Agreement shall prevail.

2. General Terms

You shall read this Agreement carefully before using the Platform to access the Services and seek independent legal advice if necessary. If you do not agree with or understand this Agreement, please log out of your Platform Accounts immediately and cease to use the Services. By clicking on "Confirm" , "I Agree", creating your Platform Accounts, accessing your Platform Accounts or using the Services, you shall be deemed to have understood, bound by and agreed in full with the Agreement, including any modifications made to this Agreement from time to time.

All headings herein are exclusively for the convenience of wording and are not intended to expand or limit the content or scope of the terms and conditions of this Agreement. All information on the Platform and this Agreement are provided on an "as is" and "as available" basis, with no further promises made by us. Headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

3. Definitions

"Agreement" means the COFINEX Spot Trading Services Agreement.

"Airdrop Reward" has the meaning as described in clause 16.

"AML/CTF" means anti-money laundering/counter terrorism financing.

"Business Days" means a day other than a Saturday, Sunday or a day gazetted as a public holiday when the banks are open for the transaction of business.

"Compensation" has the meaning as described in clause 18.

"Dealing with your Platform Accounts" has the meaning as described in clause 4.4.

“Digital Assets” means a digital representation of value that can be digitally transferred, stored and traded which is supported by the Platform.

“Fees” has the meaning as described in clause 13.

“Forced Liquidation” has the meaning as described in clause 9.

“Ineligible Event” has the meaning as described in clause 16.

“KYC” means know-your-customer.

“Liquidation Level” has the meaning as described in clause 9.

“Loan” has the meaning as described in clause 8.

“Margin” has the meaning as described in clause 7.

“Margin Adjustment Coefficient” has the meaning as described in clause 7.

“Margin Ratio” has the meaning as described in clause 8.

“Margin Requirements” has the meaning as described in clause 7.

“Margin Service” has the meaning as described in clause 7.

“Market Misconduct” has the meaning as described in clause 14.

“Order” has the meaning as described in clause 6.

“Order Types” means the types of orders we may provide for the execution of your order on the Platform.

“Platform” means the COFINEX Spot Trading Platform.

“Platform Accounts” has the meaning as described in clause 1.

“Pre-Closing Period” has the meaning as described in clause 4.4.

“Registration Data” has the meaning as described in clause 4.1.

“Services” means the services relating to spot trading that we offer to you on the Platform from time to time.

“Transaction” has the meaning as described in clause 4.2.

“User Agreement” means the Cofinex Platform User Agreement.

“Users” means the users of the Platform.

4. Platform Accounts

4.1 Platform Account Creation

To be eligible to create a Platform Account, you confirm that you are a natural person, a legal person or any other entity with the authority to enter into this agreement and use the Services in compliance with all applicable laws, rules and regulations. You shall not create a Platform Account for the purposes of violating any applicable laws, rules and regulations and/or undermine the Services provided on the Platform.

Should you not be eligible to create a Platform Account, we reserve the right to refuse your registration for a Platform Account and if you have already created a Platform Account, we shall have the right to suspend, terminate and/or close your Platform Account without any advance notice to you and hold you accountable for any adverse consequences arising therefrom. We reserve the right to reject any applications to create a Platform Account at our sole discretion, including, but not limited to Platform Accounts relating to political and/or public figures or to comply with AML/CTF laws and regulations.

To create a Platform Account, you shall provide the information necessary to fulfil the Platform’ s KYC procedure, which may include:

- (i) a valid email address;
 - (ii) a mobile phone number;
 - (iii) your real name;
 - (iv) identification documentation; and
 - (v) any other information as required by us to create and maintain your Spot Account,
- together, the “Registration Data” .

In the event where your mobile phone number requires any registration with your real name, you shall complete such registration process before providing the mobile phone

number to us. You shall be responsible for and bear any losses, direct or indirect, and any adverse consequences arising from the lack of such registration.

You are responsible for updating the Registration Data and ensure that it is accurate at all times. You shall be responsible for the authenticity, integrity and accuracy of the Registration Data and bear any direct or indirect loss and adverse consequences arising from any inaccuracies of your Registration Data.

After we verify and approve the creation of your Platform Account, you can transfer your Digital Assets to your Platform Accounts and use the Services. You agree to receive emails and/or messages sent by us relating to the management and operation of the Platform.

4.2 Platform Account Usage

You have the right to use your Platform Accounts to access the Platform to use the Services, including:

- (i) to browse the real-time quotes and transaction information of Digital Assets on the Platform;
- (ii) to submit Digital Asset transactions, whether to trade or otherwise (each, a "Transaction");
- (iii) to complete Transactions;
- (iv) view the information provided to Users with your Platform Account;
- (v) participate in activities organised by us in accordance with the relevant rules of the activity; and/or
- (vi) other Services that we may offer to you from time to time.

4.3 Platform Account Security

Unless with our consent, you shall not assign your Platform Accounts to any other person, whether through a donation, loan, lease, transfer or otherwise.

We are under no obligation to issue any replacement Digital Assets in the event that any Digital Assets, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

4.4 Suspension, Termination or Closure

We reserve the right to suspend certain or all Services to your Platform Accounts, freeze the Digital Assets in your Platform Accounts, terminate your Platform Accounts, close your Platform Accounts and/or notify the relevant authorities ("Dealing with your Platform Accounts") if:

- (i) we reasonably believe that we need to do so in order to protect our reputation;
- (ii) use of your Platform Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Platform Account activity;
- (iii) you are not eligible to create a Platform Account in accordance with clause 4.1;
- (iv) when you create a Platform Account on behalf of a legal entity and you are not an authorised person to act on behalf of such legal entity;
- (v) we decide, in our sole discretion, that you are not suitable to use the Services;
- (vi) you are not the person as stated in the Registration Data associated with your Platform Account;
- (vii) you do not log into your Platform Account for an uninterrupted period of 1 year;
- (viii) you use your Platform Account to engage in illegal or illegitimate activities, such as money laundering and bribery;
- (ix) you use your Platform Account to engage in market manipulative activities, improper transactions or other illicit trading activities such as money laundering, smuggling and commercial bribery; and/or
- (x) you are in breach of this Agreement or any other applicable laws, rules and regulations.

Notwithstanding the above, we reserve the right to close and terminate your Platform Account by providing you with 7 Business Days' notice. Thereafter, you shall have 7 Business Days to take any necessary actions, including cancelling any orders or making any Transactions ("Pre-Closing Period"). After the end of the Pre-Closing Period, we shall have the right to cancel your orders and return the Digital Assets in your Platform Account to you. Notwithstanding anything in this Agreement, if your Platform Account

has been closed in accordance with this clause, all remaining account balance (which includes charges and liabilities owed to us) will be immediately payable to us.

We shall not be liable for any adverse consequences and/or losses associated with our Dealing with your Platform Accounts.

We maintain full custody of the Digital Assets, funds and User information/data which may be turned over to governmental authorities in the event of a Platform Account's suspension or closure arising from fraud investigations, investigations of violation of law or violation of this Agreement.

5. Deposits, Custody, Withdrawals and Transfers

The Services are available only in connection with the Digital Assets that we support, which may change from time to time. Under no circumstances should you use your Platform Account to store, send, request or receive Digital Assets in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your Platform Account for Digital Assets that we do not support. We provide the Services to you and we are not a party to any Transactions of Digital Assets as a buyer or seller. The Services do not include any deposit, withdrawal or custody of any fiat currencies.

Unless otherwise stated on the Platform or in this Agreement, all Digital Assets held in your Platform Account are held by us on a custodial basis. This means that:

(i) title to the Digital Assets shall remain with you and not transfer to us. As the owner of the Digital Assets is your Platform Account, you shall bear all risk of loss of such Digital Assets. We do not represent or treat assets in Platform Accounts as belonging to us;

(ii) except as required by relevant authorities or otherwise stated in this Agreement, we will not sell, transfer, loan, hypothecate or otherwise alienate the assets in your Platform Account unless instructed by you or compelled by a court of competent jurisdiction to do so;

(iii) you control the Digital Assets in your Platform Account. At any time, subject to outages, downtime and other applicable policies, you may withdraw your Digital Assets by sending it to a different COFINEX account and/or different blockchain address controlled by you or a third party; and

(iv) your Digital Assets are segregated from our own Digital Assets or funds by way of separately ledger accounting entries for you and our accounts. Notwithstanding the foregoing, we shall not have any obligation to use different blockchain addresses to store Digital Assets owned by you and by other customers or by us.

We reserve the right to set and adjust the limits on daily trading volume and withdrawals based on our internal considerations, which include any investigations by the relevant authorities, the security and/or the state of the relevant Digital Asset networks and/or any Loans (as defined herein) that are due and payable.

6. Spot Trading

After successfully registering for a Spot Account, you can transfer Digital Assets to your Spot Account to place an order on the Platform ("Order"). You may execute your Order through the order types made available on the Platform ("Order Types") and buy and/or sell your Digital Assets currently available on the Platform.

Each User is responsible for any Order made on the Platform, including to ensure that the Order is properly submitted on the Platform through the relevant website, mobile application or other means which we may permit from time to time. Your Orders may be rejected by the Platform from time to time and it is your responsibility to ensure that your Order has been executed. We shall not be liable for any loss suffered as a result of any Order not being submitted by you or for your Order being rejected by the Platform. Orders are submitted to the Platform at your own risk. We are entitled to rely on, and you are bound by, all Orders submitted and Transactions executed through your Spot Account.

We shall have the sole discretion to amend, suspend or terminate any or all of the Order Types and Digital Assets available for trading on the Platform at any time and we shall not be liable for any losses incurred by you in respect of such amendment, suspension or termination.

7. Margin Trading

The margin service ("Margin Service") offered by the Platform allows you to use the Digital assets in your Spot Account and/or Margin Account ("Margin") to borrow other Digital Assets to execute trades on the Platform. By using the Margin Service, you agree that you fully understand the risks associated with the Margin Service and that you shall use the Margin Service at your own risk.

You shall deposit and maintain in your Spot Account and/or Margin Account the Digital Assets in such form and amounts as required by us, by which we shall have the sole and absolute discretion to require from time to time to maintain the Margin Service. The list of Digital Assets we approve to be eligible to be used as Margin shall be prescribed by us and certain Digital Assets may only be valued based on the margin adjustment coefficient ("Margin Adjustment Coefficient"), which refers to the coefficient for the conversion of the margin of a token at its market price when calculating the Margin amount. We shall not be obliged to inform you of any changes to the valuation of the Digital Assets to be used as Margin prior to such changes taking effect.

We shall have the sole discretion to decide the Margin requirements ("Margin Requirements") required by the Platform and shall have the right to vary the Margin Requirements from time to time and without prior notice to you. Unless otherwise stated, such changes to the Margin Requirements shall take effect immediately after we provide written notice regarding such change and pursuant to such change, you may be required to immediately deposit additional Margin in the Spot Account and/or Margin Account to execute any trades or maintain any positions on the Platform. Where you are required to post additional Margin, we are not obliged to take into account your Digital Assets which are not in your Spot Account and/or Margin Account.

All Margin shall be held by us as continuing security and shall be subject to a general lien and right of set-off in favour of us for any and all of your obligations, liabilities or monies at any time due by you and payable to us under this Agreement or otherwise. We shall have the right to realise your Margin as provided for in this Agreement.

We shall have the right to deposit, pledge, repledge, hypothecate, re-hypothecate, invest or loan any Margin provided to us and shall not be obligated to notify you on any interest, income or benefit that may be derived therefrom. No interest shall be paid to you on any Margin deposited by you under this Agreement and all such interest and benefit shall be retained by us for our own benefit. We shall not be liable to you for any loss of Margin resulting directly or indirectly from the closure, bankruptcy, insolvency, liquidation, receivership or other events of any third party which the Margin is deposited or pledged.

8. Loan

Subject to the terms of this Agreement, we agree to provide to you loans of Digital Assets to support your trading on the Platform subject to you meeting the Margin Ratio (as defined herein) in your Spot Account and/or Margin Account ("Loan"). We reserve

the right to vary or cancel partially or in full any amount of the Loan we provide to you. Notwithstanding anything in this Agreement, we shall not be obligated to provide or continue to provide any Loan to you. You agree to only use any Loan provided to you to use the Services on the Platform only.

You agree at all times to maintain in your Spot Account and/or Margin Account the minimum amount of Margin to satisfy the Platform's margin ratio ("Margin Ratio") that we prescribe from time to time. You are solely responsible to monitor the Margin Ratio requirements of your Spot Account and/or Margin Account. In the event your Spot Account and/or Margin Account does not contain sufficient Margin to meet the minimum Margin Ratio, you will be responsible to transfer additional Margin to your Spot Account and/or Margin Account, whether or not a margin call has been sent to you to meet the minimum Margin Ratio.

9. Liquidation

You acknowledge and agree that in the event the Margin Ratio in your Spot Account and/or Margin Account falls below the minimum Margin Ratio required by the Platform ("Liquidation Level"), you agree that we shall have the sole and absolute discretion to liquidate any Margin in your Spot Account and/or Margin Account and/or cancel any open orders in your Spot Account and/or Margin Account to bring your Margin Ratio above the Liquidation Level ("Forced Liquidation"). We shall not be obligated to provide notice to you before commencing the Forced Liquidation on the Margin in your Spot Account and/or Margin Account. In the event of such Forced Liquidation, you agree that:

- (i) you shall be liable for all fees relating to any Forced Liquidation;
- (ii) you shall be liable for any losses, whether realised or unrealised, resulting from the Forced Liquidation; and
- (iii) we shall not be liable for any losses, whether realised or unrealised, resulting from the Forced Liquidation.

You agree that if the Margin sold is insufficient to repay the Margin Loan and any interest accrued thereof, you shall be liable for any remaining amounts owed to us. You shall be liable for a higher interest rate depending on the period and amount of the Loan we provide to you.

10. Leverage

The Platform allows you to execute trades on leverage based on the amount that is offered by the Platform at the time of your trade. After you select your leverage limit, all your positions shall use the same leverage limit. By executing a leveraged trade, you agree and understand:

- (i) the risks associated with trading Digital Assets using leverage;
- (ii) a leveraged position requires a higher level of risk management and risk tolerance and you have accessed such risks in accordance with your personal circumstances;
- (iii) you are liable for all risks and losses associated with the use of leverage in trading Digital Assets on the Platform; and
- (iv) we are not responsible or liable for any losses you may incur by trading leveraged positions on the Platform.

11. Trading Bot

The trading bot function in your Quant Account ("Trading Bot") allows you to set a price range whereby the Platform will assist you to set buy and/or sell orders Digital Assets within the specified price range ("Grid"). The Grid shall include parameters such as:

- (i) the upper limit;
- (ii) the lower limit;
- (iii) number of grids;
- (iv) initial capital;
- (v) take profit level; and
- (vi) stop loss level,

together, the "Parameters" .

You may either set the Parameters manually, copy the Parameters of other Users or through the recommended inputs by the Platform.

By using the Trading Bot, you agree that:

- (a) you understand and agree to the relevant risk disclosure and disclaimer statements;
- (b) you passed the Trading Bot knowledge test;
- (c) we shall not be liable for any losses caused by your selection of recommended inputs by the Platform for your Grid;
- (d) we shall not be liable for any losses through Transactions executed through the Trading Bot;
- (e) you shall be responsible for monitoring and managing the Trading Bot; and
- (f) the expected yield displayed on the website is an estimation and we are not liable for any difference between the expected yield and your actual profit or loss through your use of the Trading Bot.

12. Calculations

Notwithstanding anything in this Agreement and the trading rules of the Platform and unless otherwise stated by us, you agree that all calculations performed by the Platform are final and conclusive.

13. Fees and Premium

We shall have the right to charge interest on any Loan provided to you at such rate as we determine from time to time.

You shall promptly pay any fees, interest and commission owed to us and/or our service providers ("Fees") in such manner that we may stipulate from time to time with respect to your use of the Services. We shall have the sole discretion to amend the Fees without prior notice to you and it is your sole responsibility to ensure you are aware of the Fees associated with the Services.

You agree that all Fees owed may be settled by deducting the relevant amounts from your Platform Accounts or other accounts you may have with us and you agree that any Fees owed is a debt immediately due and payable to the relevant party.

In the event you are unable to pay any of the Fees when they are due in the relevant Digital Asset owed, we shall have the right to effect payment or repayment in any other Digital Asset that you have in your Platform Accounts or other account with us at an exchange rate as determined by us at the time of repayment.

Any applicable taxes, duties, disbursements, costs and/or other expenses incurred by us relating to your use of the Services shall be borne by you.

14. Market Misconduct

You must not under any circumstances engage in any conduct which we determine to be market misconduct ("Market Misconduct"), including, but not limited to:

- (i) engage in any form of market manipulation, such as spoofing orders, false trading or price rigging;
- (ii) by taking any action which creates a false or misleading appearance of trades or prices;
- (iii) taking any action to maintain an artificial price or manipulate the price;
- (iv) disclosing false or misleading information about the Platform; and/or
- (v) taking or omitting to take actions which would constitute fraud.

We shall have the discretion to use surveillance systems to monitor your activity on the Platform and shall take any action which we deem necessary to address any actual or potential Market Misconduct.

15. API Access

Subject to your eligibility, you may be offered API access to use the Services on the Platform. We reserve the right to limit, suspend or terminate any API access granted to you. Where using APIs to access the Services, you agree that we shall not be liable for any losses incurred in your use of the relevant API.

16. No Airdrop Rewards

You agree that you shall be eligible for any airdrop reward ("Airdrop Reward") and shall not have any legal or equitable rights over such Airdrop Reward in relation to any Digital Assets which you borrowed ("Ineligible Event").

Where you receive any Airdrop Rewards pursuant to any Ineligible Events, you shall be liable to return any Airdrop Reward to us and we shall have the discretion to transfer the Airdrop Reward from your Platform Account to our own proprietary wallets. Until we

carry out such transfer, we may, at our sole discretion, restrict you from withdrawing your Digital Assets from the Platform.

17. Termination and Remedies for Breach

We shall have the right at any time to terminate all Services offered by us to you in accordance with this Agreement and this Agreement shall terminate on the relevant date of termination of all Services. You shall have the right to terminate your use of the Services provided by us at any time and this Agreement shall terminate on the relevant date of your termination of use of the Services. Upon termination of this Agreement, you agree that you shall not have the right to require us to continue to provide the Services to you or perform any other obligation, including, but not limited to, requesting us to keep or disclose to you any information in your Platform Accounts, or to disclose to you or any third party any information therein that is not read or sent.

18. Breach of Agreement

In the event you breach this Agreement or any applicable laws, rules or regulations, you shall pay to us a minimum of US\$2 million in compensation and bear all expenses we incur in connection with such breach, including any legal fees ("Compensation"). In the event the Compensation is unable to cover our losses, you shall be liable for the additional amounts in excess of the Compensation.

For the avoidance of doubt, the termination of this Agreement shall not prevent the non-breaching party from demanding the breaching party to assume liabilities arising other than from this Agreement.

19. Notices and Communications

Users undertake to refer to the announcements, materials and information on the Platform regularly and promptly. We will not be held responsible or liable in any manner of compensation should you incur personal losses arising from negligence of not referring to the announcements, materials and information.

20. Miscellaneous

(i) Assignment

The rights and obligations agreed in this Agreement shall be equally binding on the assignees, the heirs, executors and administrators of the Parties hereto who benefit from

the rights and obligations. Without our consent, you may not transfer to any third party any of your rights or obligations hereunder, provided, however, we may, at any time, assign our rights and obligations under this Agreement to any third party with 30 days' notice to you.

(ii) Force Majeure

Where we fail to provide the Services or delay in providing such Services due to circumstances not within our control such as information network equipment maintenance, information network connectivity failures, computer errors, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labour disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by governments, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide the Services to you or delay in providing the Services, or for the resultant loss you may sustain as a result of such failure or delay.

(iii) Relationship of Parties

This Agreement is only binding on the rights and obligations between you and us and does not involve legal relations and legal disputes arising from and relating to Transactions between the users of this Website, and between other parties and you.

Nothing in this Agreement shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless it is provided otherwise in this Agreement.

(iv) Entire Agreement

If any provision of this Agreement is found unenforceable, invalid or illegal by any court of competent jurisdiction, validity of the remaining provisions of this Agreement shall not be affected.

(v) Amendment

We reserve the right to determine, amend or modify any content of this Agreement at any time at our sole discretion. The date and time displayed at the "Last updated on"

section of this Agreement shall refer to the timing of any changes to the provisions contained herein and the contents of this Agreement. The amended agreement will take effect immediately upon announcement on the Platform. Although we have taken reasonable measures to ensure the accuracy of the information on the Platform, we do not guarantee the degree of such accuracy or bear any loss arising directly or indirectly from the information on the Platform or from any delay or failure caused by failure to connect with the internet, transmit or receive any notice and information.

You shall be responsible for being updated with the amendments to this Agreement. If you do not agree with the amendments, stop using the Services immediately. Any continued use of the Services shall be deemed as you agreeing to the terms of this Agreement.

(vi) Survival

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will continue to be binding and operate after the termination or expiration of this Agreement.

(vii) No Waiver

Our or your waiver of the right to hold the other Party liable for breaches of this Agreement or any other liability as is agreed upon in this Agreement shall not be construed or deemed as a waiver of the right to hold the other Party for other breaches of contract. Any failure to exercise any right or remedy shall not be construed in any way as a waiver of such right or remedy.

Appendix 5: COFINEX Finance Services Agreement

1. COFINEX Finance Services Platform

The COFINEX Finance Services Platform (hereinafter referred to as the "Platform" , "we" or "us") allows its users (hereinafter referred to as "Users" or "you") to use the Products (as defined herein) through your Spot Account, COFINEX Earn Account and Pool Account (each as defined herein and together, the "Platform Accounts") (the

“Services”). This COFINEX Finance Services Agreement (“Agreement”) shall apply to all the Services offered on the Platform. For convenience, you and us are hereby collectively referred to as “both Parties” and individually as “each Party” .

All terms and references used in this Agreement which are defined in the Cofinex Platform User Agreement (“User Agreement”) but are not defined in this Agreement shall have the same meaning and construction in the terms of this Agreement.

This Agreement is supplementary to the User Agreement and its terms shall be read together with the User Agreement, guides, Platform rules, announcements or any other information on the Platform that we may publish from time to time. In the event of any conflict between the terms of this Agreement and the User Agreement, the User Agreement shall prevail.

2. General Terms

You shall read this Agreement carefully before using the Platform to access the Services and seek independent legal advice if necessary. If you do not agree with or understand this Agreement, please log out of your Platform Accounts immediately and cease to use the Services. By clicking on “Confirm” , “I Agree”, creating your Platform Accounts, accessing your Platform Accounts or using the Services, you shall be deemed to have understood, bound by and agreed in full with the Agreement, including any modifications made to this Agreement from time to time.

All headings herein are exclusively for the convenience of wording and are not intended to expand or limit the content or scope of the terms and conditions of this Agreement. All information on the Platform and this Agreement are provided on an “as is” and “as available” basis, with no further promises made by us. Headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

3. Definitions

“Agreement” means the COFINEX Finance Services Agreement.

“Airdrop Reward” has the meaning as described in clause 14.

"AML/CTF" means anti-money laundering/counter terrorism financing.

"Business Days" means a day other than a Saturday, Sunday or a day gazetted as a public holiday when the banks are open for the transaction of business.

"Compensation" has the meaning as described in clause 16.

"Crypto Loans" has the meaning as described in clause 9.

"Dealing with your Platform Accounts" has the meaning as described in clause 4.4.

"Digital Assets" means a digital representation of value that can be digitally transferred, stored and traded which is supported by the Platform.

"Fees" has the meaning as described in clause 11.

"COFINEX Earn" has the meaning as described in clause 8.

"COFINEX Earn Account" has the meaning as described in clause 8.

"Ineligible Event" has the meaning as described in clause 14.

"KYC" means know-your-customer.

"Liquidation" has the meaning as described in clause 9.

"Loan" has the meaning as described in clause 9.

"Margin" has the meaning as described in clause 9.

"Margin Ratio" has the meaning as described in clause 9.

"Market Misconduct" has the meaning as described in clause 12.

"Platform" means the COFINEX Finance Services Platform.

"Platform Accounts" has the meaning as described in clause 1.

"Pool Account" has the meaning as described in clause 7.

"Pre-Closing Period" has the meaning as described in clause 4.4.

"Primepool" has the meaning as described in clause 7.

“Product” includes Staking, Primepool, COFINEX Earn, Crypto Loans and other Services that we may offer on the Platform from time to time;

“Registration Data” has the meaning as described in clause 4.1.

“Services” means the services relating to the Product that we offer to you on the Platform from time to time.

“Spot Account” has the meaning as described in clause 6.

“Staking” has the meaning as described in clause 6.

“Transaction” has the meaning as described in clause 4.2.

“User Agreement” means the Cofinex Platform User Agreement.

“Users” means the users of the Platform.

4. Platform Accounts

4.1 Platform Account Creation

To be eligible to create a Platform Account, you confirm that you are a natural person, a legal person or any other entity with the authority to enter into this agreement and use the Services in compliance with all applicable laws, rules and regulations. You shall not create a Platform Account for the purposes of violating any applicable laws, rules and regulations and/or undermine the Services provided on the Platform.

Should you not be eligible to create a Platform Account, we reserve the right to refuse your registration for a Platform Account and if you have already created a Platform Account, we shall have the right to suspend, terminate and/or close your Platform Account without any advance notice to you and hold you accountable for any adverse consequences arising therefrom. We reserve the right to reject any applications to create a Platform Account at our sole discretion, including, but not limited to Platform Accounts relating to political and/or public figures or to comply with AML/CTF laws and regulations.

To create a Platform Account, you shall provide the information necessary to fulfil the Platform’s KYC procedure, which may include:

- (i) a valid email address;
 - (ii) a mobile phone number;
 - (iii) your real name;
 - (iv) identification documentation; and
 - (v) any other information as required by us to create and maintain your Spot Account,
- together, the "Registration Data" .

In the event where your mobile phone number requires any registration with your real name, you shall complete such registration process before providing the mobile phone number to us. You shall be responsible for and bear any losses, direct or indirect, and any adverse consequences arising from the lack of such registration.

You are responsible for updating the Registration Data and ensure that it is accurate at all times. You shall be responsible for the authenticity, integrity and accuracy of the Registration Data and bear any direct or indirect loss and adverse consequences arising from any inaccuracies of your Registration Data.

After we verify and approve the creation of your Platform Account, you can transfer your Digital Assets to your Platform Accounts and use the Services. You agree to receive emails and/or messages sent by us relating to the management and operation of the Platform.

4.2 Platform Account Usage

You have the right to use your Platform Accounts to access the Platform to use the Services, including:

- (i) to use the Products on the Platform;
- (ii) to submit Digital Asset transactions, whether to deposit, lock, stake, lend, borrow or otherwise (each, a "Transaction");
- (iii) to complete Transactions;
- (iv) view the information provided to Users with your Platform Account;

(v) participate in activities organised by us in accordance with the relevant rules of the activity; and/or

(vi) other Services that we may offer to you from time to time.

4.3 Platform Account Security

Unless with our consent, you shall not assign your Platform Accounts to any other person, whether through a donation, loan, lease, transfer or otherwise.

We are under no obligation to issue any replacement Digital Assets in the event that any Digital Assets, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

4.4 Suspension, Termination or Closure

We reserve the right to suspend certain or all Services to your Platform Accounts, freeze the Digital Assets in your Platform Accounts, terminate your Platform Accounts, close your Platform Accounts and/or notify the relevant authorities ("Dealing with your Platform Accounts") if:

- (i) we reasonably believe that we need to do so in order to protect our reputation;
- (ii) use of your Platform Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Platform Account activity;
- (iii) you are not eligible to create a Platform Account in accordance with clause 4.1;
- (iv) when you create a Platform Account on behalf of a legal entity and you are not an authorised person to act on behalf of such legal entity;
- (v) we decide, in our sole discretion, that you are not suitable to use the Services;
- (vi) you are not the person as stated in the Registration Data associated with your Platform Account;
- (vii) you do not log into your Platform Account for an uninterrupted period of 1 year;
- (viii) you use your Platform Account to engage in illegal or illegitimate activities, such as money laundering and bribery;

(ix) you use your Platform Account to engage in market manipulative activities, improper transactions or other illicit trading activities such as money laundering, smuggling and commercial bribery; and/or

(x) you are in breach of this Agreement or any other applicable laws, rules and regulations.

Notwithstanding the above, we reserve the right to close and terminate your Platform Account by providing you with 7 Business Days' notice. Thereafter, you shall have 7 Business Days to take any necessary actions, including cancelling any orders or making any Transactions ("Pre-Closing Period"). After the end of the Pre-Closing Period, we shall have the right to cancel your orders and return the Digital Assets in your Platform Account to you. Notwithstanding anything in this Agreement, if your Platform Account has been closed in accordance with this clause, all remaining account balance (which includes charges and liabilities owed to us) will be immediately payable to us.

We shall not be liable for any adverse consequences and/or losses associated with our Dealing with your Platform Accounts.

We maintain full custody of the Digital Assets, funds and User information/data which may be turned over to governmental authorities in the event of a Platform Account' s suspension or closure arising from fraud investigations, investigations of violation of law or violation of this Agreement.

5. Deposits, Custody, Withdrawals and Transfers

The Services are available only in connection with the Digital Assets that we support, which may change from time to time. Under no circumstances should you use your Platform Account to store, send, request or receive Digital Assets in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your Platform Account for Digital Assets that we do not support. We provide the Services to you and we are not a party to any Transactions of Digital Assets as a buyer or seller. The Services do not include any deposit, withdrawal or custody of any fiat currencies.

Unless otherwise stated on the Platform or in this Agreement, all Digital Assets held in your Platform Account are held by us on a custodial basis. This means that:

(i) title to the Digital Assets shall remain with you and not transfer to us. As the owner of the Digital Assets is your Platform Account, you shall bear all risk of loss of such Digital Assets. We do not represent or treat assets in Platform Accounts as belonging to us;

(ii) except as required by relevant authorities or otherwise stated in this Agreement, we will not sell, transfer, loan, hypothecate or otherwise alienate the assets in your Platform Account unless instructed by you or compelled by a court of competent jurisdiction to do so;

(iii) you control the Digital Assets in your Platform Account. At any time, subject to outages, downtime and other applicable policies, you may withdraw your Digital Assets by sending it to a different COFINEX account and/or different blockchain address controlled by you or a third party; and

(iv) in order to hold the assets in your Platform Account more securely, your Digital Assets are segregated from our own Digital Assets or funds by way of separately ledger accounting entries for you and our accounts. Notwithstanding the foregoing, we shall not have any obligation to use different blockchain addresses to store Digital Assets owned by you and by other customers or by us.

We reserve the right to set and adjust the limits on daily trading volume and withdrawals based on our internal considerations, which include any investigations by the relevant authorities, the security and/or the state of the relevant Digital Asset networks and/or any Loans (as defined herein) that are due and payable.

6. Staking

The Platform allows you to stake your Digital Assets through the Platform from your spot account ("Spot Account") to receive rewards for validating the blockchain networks made available at the time ("Staking"). The Platform provides Staking as a technical service to you and by using Staking, you agree that:

(i) you are eligible to use Staking;

(ii) you understand the risks of using Staking;

(iii) we are not responsible for any losses that you may incur through Staking, including any issues relating to the underlying blockchain in which your Digital Assets are staked;

(iv) your Digital Assets may be locked for a certain period when they are staked and may not be withdrawn when they are locked;

(v) the rewards displayed on the Platform are indicative only and we are not responsible for any difference between the displayed rewards and the actual rewards you receive;

(vi) there may be an unstaking period for certain Digital Assets and you may not receive any rewards during the unstaking period;

(vii) you may be required to stake your Digital Assets for a minimum period;

(viii) we are not responsible for any losses you may incur through any delays in your receiving of Digital Assets and/or rewards;

(ix) we have the sole discretion to suspend and/or remove your access to Staking at any time and we shall not be liable to you for any losses you may incur resulting from such suspension or removal; and

(x) we have the sole discretion to suspend and/or remove any Digital Assets available for staking on the Platform at any time and we shall not be liable to you for any losses you incur resulting from such suspension or removal.

7. Primepool

The Platform allows you to lock your Digital Assets in your pool account on the Platform ("Pool Account") for a certain period to receive rewards ("Primepool"). The more Digital Assets you lock, the more rewards you will receive. There may be a cap on the total amount of Digital Assets that may be locked. By using Primepool, you agree that:

(i) you are eligible to create a Pool Account and use Primepool;

(ii) you understand the risks of using Primepool;

(iii) we are not responsible for any losses that you may incur through Primepool, including any issues relating to the underlying blockchain of the Digital Assets;

(iv) the rewards displayed on the Platform are indicative only and we are not responsible for any difference between the displayed rewards and the actual rewards you receive;

(v) the Platform will record daily the amount of Digital Assets you have locked. In the event your Digital Assets are unlocked during the daily recording, you may not receive the rewards for the relevant day;

(vi) the Digital Assets and/or rewards may not be released to you at the end of the period. we are not responsible for any losses you may incur through any delays in your receiving of Digital Assets and/or rewards;

(vii) we have the sole discretion to suspend and/or remove your access to Primepool at any time and we shall not be liable to you for any losses you may incur resulting from such suspension or removal; and

(viii) we have the sole discretion to suspend and/or remove any Digital Assets available for the Primepool service on the Platform at any time and we shall not be liable to you for any losses you incur resulting from such suspension or removal.

8. COFINEX Earn

The Platform allows you to deposit your Digital Assets in your COFINEX Earn account on the Platform ("COFINEX Earn Account") for a certain period to receive rewards ("COFINEX Earn"). When making a deposit, you can choose either a fixed deposit where your Digital Assets are locked for a fixed period of time or a flexible deposit where you can withdraw your Digital Assets at any time. Generally, fixed deposit rewards are higher than flexible deposit rewards. Also, the longer the period of the fixed deposit, the more rewards you receive. You may receive preferential rates if you meet certain COFINEX Token requirements in your Platform Account. By using COFINEX Earn, you are deemed to have read and agreed to the terms of the [COFINEX Earn User Service Agreement](#) and further agree that:

(i) you are eligible to create a COFINEX Earn Account and use COFINEX Earn;

(ii) you understand the risks associated with using COFINEX Earn;

(iii) we are not responsible for any losses that you may incur through COFINEX Earn, including any issues relating to the underlying blockchain of the Digital Assets;

(iv) by choosing a fixed deposit, your Digital Assets may be locked for a certain period and may not be withdrawn when they are locked;

(v) the rewards displayed on the Platform are indicative only and we are not responsible for any difference between the displayed rewards and the actual rewards you receive;

(vi) you may be required to stake your Digital Assets for a minimum period;

(vii) we are not responsible for any losses you may incur through any delays in your receiving of Digital Assets and/or rewards;

(viii) we have the sole discretion to suspend and/or remove your access to COFINEX Earn at any time and we shall not be liable to you for any losses you may incur resulting from such suspension or removal; and

(ix) we have the sole discretion to suspend and/or remove any Digital Assets available for COFINEX Earn on the Platform at any time and we shall not be liable to you for any losses you may incur resulting from such suspension or removal.

9. Crypto Loans

The Platform allows you to pledge Digital Assets as collateral ("Margin") to borrow other Digital Assets ("Crypto Loans"). After selecting the Digital Asset to provide as collateral, the amount of Digital Assets and the loan term, you are able to pledge your Digital Asset and provide you the loan in the Digital Asset which you select ("Loan"). You may use the Loan at your discretion, including executing trades on the Platform and withdrawing the Loan. By using Crypto Loans, you agree that:

(i) you are eligible to use Crypto Loans;

(ii) you understand the risks associated with using Crypto Loans;

(iii) we are not responsible for any losses that you may incur through Crypto Loans;

(iv) we have the sole discretion to set the value of your Margin and shall not be obliged to inform you of any changes to the value of your Margin;

(v) all Margin shall be subject to a general lien and right of set-off in favour of us for any and all of your obligations, liabilities or monies at any time due by you and payable to us under this Agreement or otherwise. We shall have the right to realise your Margin as provided for in this Agreement;

(vi) we shall have the right to deposit, pledge, repledge, hypothecate, re-hypothecate, invest or loan any Margin provided to us and shall not be obligated to notify you on any interest, income or benefit that may be derived therefrom;

(vii) no interest shall be paid to you on any Margin deposited by you under this Agreement and all such interest and benefit shall be retained by us for our own benefit;

(viii) we shall not be liable to you for any loss of Margin resulting directly or indirectly from the closure, bankruptcy, insolvency, liquidation, receivership or other events of any third party which the Margin is deposited or pledged;

(ix) we reserve the right to vary or cancel partially or in full any amount of the Loan we provide to you;

(x) we shall not be obligated to provide or continue to provide any Loan to you;

(xi) you agree at all times to maintain the minimum amount of Margin to satisfy the Platform' s margin ratio ("Margin Ratio") that we prescribe from time to time in relation to your Loan;

(xii) you shall be responsible to transfer additional Margin to maintain your Loan;

(xiii) in the event the Margin Ratio in relation to your Loan falls below the minimum Margin Ratio, we have the sole and absolute discretion to liquidate your Margin without notice to you ("Liquidation");

(xiv) you shall be liable for all fees and/or losses relating to any Liquidation;

(xv) if the Margin sold is insufficient to repay the Loan and any interest accrued, you shall be liable for any remaining amounts owed;

(xvi) we have the sole discretion to suspend and/or remove your access to Crypto Loans at any time and we shall not be liable to you for any losses you may incur resulting from such suspension or removal; and

(xvii) we have the sole discretion to suspend and/or remove any Digital Assets available on Crypto Loans at any time and we shall not be liable to you for any losses you may incur resulting from such suspension or removal.

10. Calculations

Notwithstanding anything in this Agreement and the trading rules of the Platform and unless otherwise stated by us, you agree that all calculations performed by the Platform are final and conclusive.

11. Fees and Premium

We shall have the right to charge interest on any Loan provided to you at such rate as we determine from time to time.

You shall promptly pay any fees, interest and commission owed to us and/or our service providers ("Fees") in such manner that we may stipulate from time to time with respect to your use of the Services. We shall have the sole discretion to amend the Fees without prior notice to you and it is your sole responsibility to ensure you are aware of the Fees associated with the Services.

You agree that all Fees owed may be settled by deducting the relevant amounts from your Platform Accounts or other accounts you may have with us and you agree that any Fees owed is a debt immediately due and payable to the relevant party.

In the event you are unable to pay any of the Fees when they are due in the relevant Digital Asset owed, we shall have the right to effect payment or repayment in any other Digital Asset that you have in your Platform Accounts or other account with us at an exchange rate as determined by us at the time of repayment.

Any applicable taxes, duties, disbursements, costs and/or other expenses incurred by us relating to your use of the Services shall be borne by you.

12. Market Misconduct

You must not under any circumstances engage in any conduct which we determine to be market misconduct ("Market Misconduct"), including, but not limited to:

- (i) engage in any form of market manipulation, such as spoofing orders, false trading or price rigging;
- (ii) by taking any action which creates a false or misleading appearance of trades or prices;
- (iii) taking any action to maintain an artificial price or manipulate the price;

(iv) disclosing false or misleading information about the Platform; and/or

(v) taking or omitting to take actions which would constitute fraud.

We shall have the discretion to use surveillance systems to monitor your activity on the Platform and shall take any action which we deem necessary to address any actual or potential Market Misconduct.

13. API Access

Subject to your eligibility, you may be offered API access to use the Services on the Platform. We reserve the right to limit, suspend or terminate any API access granted to you. Where using APIs to access the Services, you agree that we shall not be liable for any losses incurred in your use of the relevant API.

14. No Airdrop Rewards

You agree that you shall be eligible for any airdrop reward ("Airdrop Reward") and shall not have any legal or equitable rights over such Airdrop Reward in relation to any Digital Assets which you borrowed ("Ineligible Event").

Where you receive any Airdrop Rewards pursuant to any Ineligible Events, you shall be liable to return any Airdrop Reward to us and we shall have the discretion to transfer the Airdrop Reward from your Platform Account to our own proprietary wallets. Until we carry out such transfer, we may, at our sole discretion, restrict you from withdrawing your Digital Assets from the Platform.

15. Termination and Remedies for Breach

We shall have the right at any time to terminate all Services offered by us to you in accordance with this Agreement and this Agreement shall terminate on the relevant date of termination of all Services. You shall have the right to terminate your use of the Services provided by us at any time and this Agreement shall terminate on the relevant date of your termination of use of the Services. Upon termination of this Agreement, you agree that you shall not have the right to require us to continue to provide the Services to you or perform any other obligation, including, but not limited to, requesting us to keep or disclose to you any information in your Platform Accounts, or to disclose to you or any third party any information therein that is not read or sent.

16. Breach of Agreement

In the event you breach this Agreement or any applicable laws, rules or regulations, you shall pay to us a minimum of US\$2 million in compensation and bear all expenses we incur in connection with such breach, including any legal fees ("Compensation"). In the event the Compensation is unable to cover our losses, you shall be liable for the additional amounts in excess of the Compensation.

For the avoidance of doubt, the termination of this Agreement shall not prevent the non-breaching party from demanding the breaching party to assume liabilities arising other than from this Agreement.

17. Notices and Communications

Users undertake to refer to the announcements, materials and information on the Platform regularly and promptly. We will not be held responsible or liable in any manner of compensation should you incur personal losses arising from negligence of not referring to the announcements, materials and information.

18. Miscellaneous

(i) Assignment

The rights and obligations agreed in this Agreement shall be equally binding on the assignees, the heirs, executors and administrators of the Parties hereto who benefit from the rights and obligations. Without our consent, you may not transfer to any third party any of your rights or obligations hereunder, provided, however, we may, at any time, assign our rights and obligations under this Agreement to any third party with 30 days' notice to you.

(ii) Force Majeure

Where we fail to provide the Services or delay in providing such Services due to circumstances not within our control such as information network equipment maintenance, information network connectivity failures, computer errors, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labour disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by governments, judicial or administrative authorities, other acts that are not within

our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide the Services to you or delay in providing the Services, or for the resultant loss you may sustain as a result of such failure or delay.

(iii) Relationship of Parties

This Agreement is only binding on the rights and obligations between you and us and does not involve legal relations and legal disputes arising from and relating to Transactions between the users of this Website, and between other parties and you.

Nothing in this Agreement shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless it is provided otherwise in this Agreement.

(iv) Entire Agreement

If any provision of this Agreement is found unenforceable, invalid or illegal by any court of competent jurisdiction, validity of the remaining provisions of this Agreement shall not be affected.

(v) Amendment

We reserve the right to determine, amend or modify any content of this Agreement at any time at our sole discretion. The date and time displayed at the "Last updated on" section of this Agreement shall refer to the timing of any changes to the provisions contained herein and the contents of this Agreement. The amended agreement will take effect immediately upon announcement on the Platform. Although we have taken reasonable measures to ensure the accuracy of the information on the Platform, we do not guarantee the degree of such accuracy or bear any loss arising directly or indirectly from the information on the Platform or from any delay or failure caused by failure to connect with the internet, transmit or receive any notice and information.

You shall be responsible for being updated with the amendments to this Agreement. If you do not agree with the amendments, stop using the Services immediately. Any continued use of the Services shall be deemed as you agreeing to the terms of this Agreement.

(vi) Survival



All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will continue to be binding and operate after the termination or expiration of this Agreement.

(vii) No Waiver

Our or your waiver of the right to hold the other Party liable for breaches of this Agreement or any other liability as is agreed upon in this Agreement shall not be construed or deemed as a waiver of the right to hold the other Party for other breaches of contract. Any failure to exercise any right or remedy shall not be construed in any way as a waiver of such right or remedy.