Frank Digital AG

TERMS AND CONDITIONS

15 September 2024

These Terms and Conditions (the "Agreement") are applicable to the: (i) web pages, (ii) services, (iii) content, (iv) databases and (v) information (collectively referred to as the "Services") together with the agreements provided by Frank Digital AG ("Frank Digital") to which you may have access by using Frank Digital's website or any other agreed channel. The content and information included in these Services are provided by Frank Digital and its third-party suppliers (collectively, the "Information Providers"). These Services are made available by Frank Digital subject to the terms and conditions stated below.

Frank Digital AG is a company incorporated according to Swiss law with legal seat in Pla kon, Switzerland ("Frank Digital"). Frank Digital is subject to the rules set out by the Swiss self-regulation organization Verein zur Qualitätssicherung von Finanzdienstleistungen - "VQF" (in English: The Financial Services Standards Association"). The following Terms and Conditions – Frank Digital Execution (the "Terms") sets forth the rights and obligations between a Client and Frank Digital for currency Execution Services.

A "Client" shall mean both corporate bodies (legal entities, foundations, associations, etc.) and private individuals who are using and/or are intending to use the Execution Services of Frank Digital.

A Client should read this document carefully. Frank Digital reserves the right to change these Terms at any time. Any amended Terms will be published on Frank Digital website and a Client will be informed via e-mail.

1. Scope of Services

1.1 These Terms apply to and between a Client and Frank Digital for Execution Services, e.g., buy or sell 1at currency for cryptocurrency, buy or sell cryptocurrency for 1at currency and/or buy or sell cryptocurrency for other cryptocurrency, over the counter (the "Execution Services").

1.2. A Client must read, understand and accept the Terms before using the Execution Services provided by Frank Digital.

1.3. The Terms are considered as read, understood and accepted by the Client, when the Client decides to use the Execution Services provided by Frank Digital.

2. Onboarding

2.1. A Client must be dully onboarded before accessing Execution Services provided by Frank Digital.

2.2. The onboarding process is prescribed by Frank Digital. The onboarding can vary in scope depending on the type of a Client and can in general be changed or amended as needed due to internal risk policies and procedures, change of

regulatory requirements, market conditions or other circumstances relevant for Frank Digital to perform Client due diligence and assess risks.

2.3. A Client must provide Frank Digital with all documents and information requested by Frank Digital. Under no circumstances shall Frank Digital be obliged to return any documents and/or information received during the onboarding process to a Client.

2.4. Frank Digital reserves the right to unilaterally accept or reject any prospective Client in accordance with Frank Digital's internal policies and procedures. Frank Digital is not obliged to provide any reasons for its decision.

2.5. From an accepted Client, Frank Digital has a right to request additional documents and/or information and a Client is obliged to provide documents and/or information requested. If a Client does not provide the additional requested documents and/or information, Frank Digital has the right to not provide the Execution Services, including quotes and/or not accept Client instructions, not to execute trades as instructed.

2.6. If the documentation and/or information provided and approved by Frank Digital during initial onboarding process changes, a Client must immediately and without undue delay provide Frank Digital with the additional documents and/or information.

2.7. A Client will receive a notification from Frank Digital when it is either accepted, additional documents and/or information is required, or a Client has been rejected.

2.8. Frank Digital has no obligation to onboard a Client within a certain timeframe. Frank Digital shall under no circumstances be liable for any loss and/or any unrealized gain of a Client because of unfinished onboarding procedure and/or rejection of a Client.

2.9. A Client accepts that information which is sent to the contact details provided to Frank Digital shall be deemed as a proper delivery. This includes both email address and post mail (physical) address.

2.10. If you are a natural person who is a resident or citizen of the European Union (EU) or European Economic Area (EEA), or if you are a legal entity established or registered in the EU/EEA, you confirm that you are engaging with Frank Digital AG entirely at your own initiative and not as a result of any direct or indirect marketing, solicitation, or advertising by Frank Digital AG or any of its representatives. You further acknowledge that Frank Digital AG's services are made available to you solely under the reverse solicitation exemption as defined in Article 61 of the Markets in Crypto-Assets Regulation (MiCA).

3. Execution Services

3.1. Frank Digital acts as an agent/broker when buying or selling fiat currencies or cryptocurrencies.

3.2. As an agent/broker, Frank Digital acts for a Client and applies the best execution principles. Counterparties that Frank Digital executes transactions with include OTC market makers and exchanges. This execution service carries counterparty risks. Counterparty risk refers to a risk that a counterparty may not be able to fulfill its financial obligations as agreed upon in a contract or a transaction. These risks may include but are not limited to a credit risk, default risk, insolvency risk, and operational risk.

3.3. Frank Digital AG shall not be liable for any loss which a Client may suffer as a consequence of a counterparty defaulting or breaching its legal obligations. This includes but is not limited to (i) a loss of positive mark to market on open trades (ii) collateral placed with a counterparty as margin requirement for open trades.

3.4. Frank Digital reserves the right to restrict or cease the provision of the Execution Services or other services to comply with applicable law or regulations, standards of self- regulation, contractual provisions, business or trade practices, internal rules and policies and to ensure the performance according to the standards of due care.

3.5. Frank Digital may freeze any funds, limit or refuse the execution of orders or instructions or refuse to accept funds any time in its discretion, in particular if it considers such measure to be required or beneficial for the protection of a Client. Orders may not be executed if they are not fully funded.

3.G. Orders and instructions such as in-coming and out-going transfers are processed by Frank Digital in a reasonable time. However, delays can always occur for various reasons, not limited to verification processes, origin of funds clarifications, checking compliance with regulations or technical/operational reasons.

3.7. Frank Digital has established a proof-of-ownership process to verify that a Client is in control of external blockchain addresses used for transfers connected to Frank Digital Services. Frank Digital will only execute transfer requests to or from verified external blockchain addresses.

4. Placement of orders

4.1. Frank Digital offers Execution Services through its own execution desk.

4.2. A Client must be onboarded in accordance with paragraph 2 of these Terms for the provision of the Execution Services.

4.3. After being successfully onboarded and accepted, a Client will have assigned account manager from Frank Digital ("Account Manager").

4.4. A Client can contact the Account Manager to request a quote for a given cryptocurrency that is available for execution by Frank Digital.

4.5. A pending quote-request from a Client shall under no circumstances be considered as a binding instruction or agreement to which either Party is bound or committed in any way.

4.G. A Client acknowledges and accepts, that Frank Digital under no circumstances can be liable for the loss of profits and/or limitation of losses resulting from not being able to buy or sell in the period of which a quote request from a Client is pending. This applies both to when a quote request is answered after a long waiting and for when a quote request is not answered at all.

5. Execution of orders

5.1. Frank Digital will do its best effort to provide a Client with the best execution of an order possible. The best execution is not necessarily the best price, but also takes into account market conditions, stability of the available execution platforms, volume, cost, speed and other factors relevant for the execution of the order.

5.2. A Client accepts that a limit order placed by Frank Digital on behalf of a Client cannot be changed outside the working hours as stipulated in provision G.1 in these Terms.

5.3. A Client accepts that Frank Digital cannot guarantee a full execution of a limit order due to liquidity shortage or other market conditions in general, even if the asset has been traded at any execution above or below a Client's limit.

5.4. For stop-loss orders placed by Frank Digital on behalf of and under instruction from a Client, a Client further accepts that the order might not be executed at the given price due to liquidity shortage and that a slippage might occur as a further result hereof.

5.5. Frank Digital offers to buy and sell cryptocurrencies that are listed on major cryptocurrency exchanges and it remains at the sole discretion of Frank Digital to decide which cryptocurrencies can be bought or sold through Frank Digital.

5.G. A Client accepts that Frank Digital cannot guarantee that cryptocurrencies bought through Frank Digital can also be sold through Frank Digital.

6. Execution confirmation

G.l. A Client can request Frank Digital to send an execution con1rmation for an executed order.

G.2. Frank Digital will send such execution con1rmation within 24 hours of a Client's request.

G.3. The execution con1rmation will be sent to the e-mail account or other electronic means of communication provided by a Client.

7. Execution hours

7.1. Frank Digital execution desk is available from Monday to Friday from 9am to 5pm, excluding Switzerland's Bank Holidays.

a) For selling: When selling cryptocurrency for other cryptocurrency or 1at currency through Frank Digital, a Client must notify Frank Digital once Client's assets have been sent to a cryptocurrency address (wallet) provided by Frank Digital. Frank Digital cannot provide a Client with quotes before the arrival of cryptocurrency on the address provided by Frank Digital. Arrival of Bitcoin (BTC) shall mean that a minimum of G blocks have con1rmed the transaction. Arrival of Ethereum (ETH) and ERC20-tokens shall mean that a minimum of 30 blocks have con1rmed the transaction.

b) For buying: When buying cryptocurrency for 1at currency through Frank Digital a Client must notify Frank Digital once the 1at currency has been sent to the bank or payment service provider (PSP or EMI) account provided by Frank Digital. Frank Digital cannot provide a Client with quotes before the arrival of 1at currency on the bank or payment service provider (PSP or EMI) account provided by Frank Digital. Frank Digital cannot provide a Client with quotes before arrival of 1at currency on the bank or payment service provider (PSP or EMI) account provided by Frank Digital.

7.2. Under no circumstances can Frank Digital become liable for any losses and/or missed pro1ts due to execution requests not being answered according to provision 4.3.-4.11. of these Terms which also extent to requests made outside of the execution hours.

8. Execution Fees

8.1. A Client is obliged to pay Frank Digital a fee (the "Fee") upon the Execution Services provided by Frank Digital. The 1nal price for the Execution Services is always a combination of the execution Fee and the execution quote.

8.2. The above-mentioned Fees do not include deposit fees, cryptocurrency execution commissions, cryptocurrency execution fees, stamp duties or any other fees, costs and expenses levied by third parties and charged directly or separately to a Client.

9. Acceptance of risk

9.1. A Client fully acknowledges the risks inherent with use of the Execution Services provided by Frank Digital. Such risks may include but are not limited to:

a) Market risk;

b) Liquidity risk;

c) Counterparty risk

d) Concentration risk;

e) Horizon risk;

f) Transaction risk;

g) Volatility risk;

h) Execution risk;

i) Operational risk;

j) The highly speculative nature of cryptocurrencies as such;

k) The potential of a total loss or make zero pro1t;

l) The unavailability of executions; and

m) The regulatory and legislative risk regarding the treatment of cryptocurrencies.

9.2. A Client fully acknowledges his personal liability for any and all potential losses resulting from an investment and that Frank Digital only performs Client's order execution under instructions from and on behalf of a Client, thus keeping Frank Digital free of any liability and/or losses (so-called execution-only).

9.3. A Client is solely responsible for all legal risks associated with using the Execution Services provided by Frank Digital. A Client guarantees to comply with and act within all legal boundaries within the applicable jurisdiction to the business relationship, particularly in relation to MiCA regulations applicable in the EU/EEA, and especially including but not limited to tax laws.

9.4. A Client accepts and releases Frank Digital of responsibility for all risk and damages resulting from an undetected transmission error, misunderstanding, hacking or fraud arising from instructions given via e-mail or any other electronic communication channel.

9.5. Past performance is no guarantee of current or future performance. The value of an investment may rise or fall for multiple reasons. Fluctuations in execution rates may also cause the value of investments to rise or fall.

9.G. A Client is aware that Frank Digital is not a depository institution and can therefor only handle 1at or cryptocurrencies in connection with an actual buy or sell transaction or settlement. This may require that Frank Digital, after notifying a Client, may convert 1at currency into crypto assets or send the 1at currency back to Client's account if a Client does not provide Frank Digital with further instructions.

10. Exceptional markets conditions

10.1. Frank Digital reserves the right to withdraw quotes, to not provide quotes or to not execute orders in exceptional markets conditions, especially but not limited to circumstances which results in liquidity shortage.

11. Termination

11.1. The contractual relationship between Frank Digital and a Client may be terminated at any time and for any reason by Frank Digital.

11.2. The contractual relationship between Frank Digital and a Client may be terminated by a Client with immediate effect for any reason.

11.3. Notice of termination shall be in the form of a written notice and termination shall be effective upon the receiving Party's receipt of such notice.

11.4. A Client accepts that a notice which is sent in accordance with the contact details provided to Frank Digital shall be deemed as a proper delivery. This includes both email address and post mail (physical) address.

11.5. A Client agrees that, upon termination a Client shall: (i) pay all outstanding debts to Frank Digital in full within ten (10) days; (ii) be bonded by all outstanding orders; and (iii) be bonded by all outstanding commitments with respect to completed orders.

11.G. Without limiting the immediately preceding sentence, Frank Digital may also terminate the access to Frank Digital website for any Client at any time, for any reason or no reason. Such Client shall have no recourse and Frank Digital shall have no liability with respect to any such termination.

11.7. All provisions of the Terms relating to warranties, con1dentiality obligations of a Client, proprietary rights, limitation of liability, indemni1cation obligations and payment obligations shall survive the termination or expiration thereof.

12. Warranties

12.1. A Client warrants that it acts within and complies with all legal requirements applicable to the relevant jurisdiction when using the services provided by Frank Digital.

12.2. It is Client's responsibility to asses and cohere to the applicable tax regulations.

12.3. For a private individual Client, a Client warrants that only a Client itself, who has been onboarded, is using the Services at Frank Digital personally.

12.4. For corporate Clients the person authorized to represent the company, foundation, association and/or another organization and trade on its behalf according to the forms provided during the onboarding process, warrants that only the authorized person is the user of the Execution Services provided by Frank Digital. If other person(s) shall be allowed to use Execution Services on behalf of the onboarded corporate Client, a Power of Attorney must be presented to and approved by Frank Digital.

13. Force Majeure

13.1. Frank Digital shall not be liable to a Client for any failure, damages, claims and/or losses from circumstances beyond its reasonable control. Such situations include but are not limited to: telecommunication difficulties, failures or disruptions, non-availability to the execution technical platform for any reason, shut downs or other non-availability of executions for any reason, regulatory interference, enactment of new legislation, measures taken by authorities, power failure, internet service provider failure, industrial action, civil unrest, strikes, lock outs or blockades (whether or not Frank Digital is a party to the conflict), catastrophes of nature, 1re, Rood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of Frank Digital, notwithstanding that only part of Frank Digital's functions are affected by such events ("Force Majeure").

13.2. Frank Digital is released from any liability for partial or complete failure to perform its obligations under the Terms including regarding any order and transaction pursuant to the Terms, if such failure is caused by Force Majeure circumstances.

13.3. A Force Majeure situation does not terminate the Terms but immediately suspends the obligations of Frank Digital for all duration of the Force Majeure situation.

13.4. Frank Digital shall swiftly inform a Client in case it invokes a Force Majeure situation. This notice shall specify the date and time, the cause and the expected duration of the Force Majeure situation.

13.5. Frank Digital shall use commercially reasonable efforts to resume performing its obligations after the ending of a Force Majeure situation.

13.G. Frank Digital and a Client agree to postpone any claim towards each other until the ending of the Force Majeure situation.

14. Limitation of liability

14.1. To the extent permitted by law, Frank Digital does not accept any liability for the risks associated with the execution of trades and/or providing further services to a Client.

14.2. Frank Digital limits its liability for appointed auxiliary persons. It does not assume any liability for damage and/or loss caused by its auxiliary persons in carrying out their work in the event of slight misconduct.

14.3. Frank Digital is not liable for any indirect and/or consequential losses, such as any loss of earnings and/or third-party claims for damages.

14.4. Frank Digital offers its services with the customary duty of care.

14.5. In all events, the aggregate liability of Frank Digital for any reason and upon any cause of action, including, without limitation, acts or omissions by Frank Digital or third parties and outages or non- availability of the services of Frank Digital or any of the connected services, shall not exceed the amount of Fees, if any, paid by a Client to Frank Digital in connection with the order that gave rise to the cause of action in question.

15. Airdrop

15.1. A Client accepts and acknowledges that airdropped tokens become the sole property of whoever owns the private key to the airdrop-receiving address at the time of the airdrop.

16. Indemnification

1G.1. A Client shall indemnify, defend, and hold harmless Frank Digital, its offices, affiliates, directors, equity holders, agents and employees with respect to any claim, demand, cause of action, debt, judgment or liability, including reasonable attorneys' fees, to the extent that it is based upon a claim that: (i) arises out of or in relation to their use of the Execution Services of Frank Digital and is not caused by the negligence or conduct of Frank Digital; (ii) if true, would constitute a breach of any of their representations, warranties or agreements hereunder; or (iii) arises out of their gross negligence, willful misconduct or abandonment. Frank Digital may, at its discretion and at its own expense, assist in the defense of any indemnified claim through counsel selected by Frank Digital. Any settlement intended to bind Frank Digital shall not be valid or binding on Frank Digital without Frank Digital's prior written consent.

17. Client data

17.1. If Frank Digital processes Client's data, it shall take appropriate measures to ensure data protection.

17.2. Frank Digital may be obliged to disclose Client's data (in particular name, address and account number or International Bank Account Number "IBAN" to the banks involved, the operators of payment and communication systems at home and abroad, as well as to the bene1ciaries) to third parties. By using the services of Frank Digital, a Client expressly authorizes Frank Digital to disclose the relevant data as well as any associated information to third parties.

17.3. Frank Digital may be obliged to share other data obtained from a Client (in particular KYC documentation, documentation regarding origin of funds) with involved banks to facilitate the execution of payments. A Client expressly authorizes Frank Digital to disclose the relevant data as well as any associated information to third parties.

17.4. A Client accepts, that Frank Digital may disclose Client's data in order to ful1l regulatory or legal information requests from authorities or to safeguard legitimate interests of Frank Digital.

17.5. Frank Digital is authorized to buy, save, combine and collect Client's data with the purpose of creating a Client pro1le which may be used for marketing purposes.

18. Restricted geography

18.1. Frank Digital does not offer any of its services to US persons (persons with sole or additional citizenship of the United States and/or residence in the United States), even if they are domiciled outside the United States.

18.2. A Client is obliged to inform Frank Digital at least thirty (30) days in advance in written form of any future circumstances which may cause him to be regarded as US person.

18.3. Frank Digital AG does not offer or market its services to residents or citizens of the European Union (EU) or European Economic Area (EEA), unless the client has initiated contact entirely on their own initiative. Users from jurisdictions where Frank Digital AG is not authorized should not use the services.

19. Relationship with Clients

19.1. A Client and Frank Digital are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created by Client's acceptance of the Terms and/or further agreements with Frank Digital.

20. Outsourcing

20.1. Frank Digital reserves the right to outsource business areas and services to group companies or third parties. A Client accepts that its data can be processed and send to said parties in relation hereto. A Client further accepts that said parties may transfer its data to further outsourcing providers. All provided data shall be kept con1dential by the data processing parties.

21. Amendments

21.1. Frank Digital reserves the right to amend the Terms as needed.

21.2. Amendments of these Terms shall be noti1ed to a Client in advance. A Client is deemed to have accepted any such amendments of these Terms if the Client does not within one month of the noti1cation notify Frank Digital that it does not accept the amendments.

22. Governing law

22.1. The Terms set forth in this document are subject to and shall be construed in accordance with Swiss legislation exclusively.

22.2. The place of arbitration shall be the courts of Zug.

23. Acceptance

23.1. A Client is deemed to have read, understood and accepted the Terms when successfully onboarded.

23.2. A Client is deemed to have read, understood and accepted the most recent Terms and other regulations issued by Frank Digital when using Services.

23.3. The most recent Terms and other documents are always available on Frank Digital's website.

24. MiCA Regulatory Status and Authorization Disclaimer

24.1. Frank Digital AG is a company incorporated under Swiss law and is not authorized under the Markets in Crypto-Assets Regulation (MiCA) or by any financial supervisory authority of the European Union or European Economic Area. The services described are not offered to EU/EEA residents except under the reverse solicitation exemption as defined in Article 61 of MiCA.