



Terms and Conditions

Business Client Terms

Version 1.0 · Last updated: 15 October 2026

MB30 SERVICES, S.A. DE C.V. (trading name: V2V)

Important — please read carefully. These Terms and Conditions form a legally binding agreement between your business and MB30 SERVICES, S.A. DE C.V. (trading name: V2V). They govern your access to the Platform and your use of our digital asset exchange, custody and payment services.

Our services are intended **only for legal entities and other business clients**. They are not offered to consumers or to individuals acting for personal, family or household purposes.

Digital assets are highly volatile and may lose all of their value. Blockchain transactions are generally irreversible. Balances held with us are **not bank deposits**, do not earn interest and are **not covered by any deposit insurance or guarantee scheme**. We do not provide investment, legal, tax or accounting advice.

By creating an Account, ticking the acceptance box, signing an Onboarding Form or using any Service, you confirm that you have read, understood and accepted these Terms, including the Risk Disclosure in Schedule 2, and that you are authorised to bind your business.

CONTENTS

1.	About Us and These Terms
2.	Definitions and Interpretation
3.	Structure of the Agreement
4.	Eligibility
5.	Account Opening and Business Due Diligence
6.	Authorised Users, Access and Security
7.	Overview of the Services
8.	Supported Digital Assets and Networks
9.	Exchange Services
10.	Custody Services
11.	Payment Services
12.	Limits
13.	Fees and Taxes
14.	Anti-Money Laundering, Sanctions and Travel Rule
15.	Prohibited Use
16.	Suspension, Restriction and Closure
17.	Statements, Records and Errors
18.	Platform Availability and Changes
19.	Intellectual Property
20.	API Terms
21.	Confidentiality
22.	Data Protection
23.	Communications and Notices
24.	Complaints
25.	Your Representations and Warranties
26.	Our Liability
27.	Indemnity
28.	Force Majeure
29.	Changes to These Terms
30.	Assignment and Subcontracting
31.	Governing Law and Dispute Resolution
32.	General
Schedule 1.	Restricted Jurisdictions
Schedule 2.	Risk Disclosure
Schedule 3.	Prohibited Businesses and Activities
Schedule 4.	Fees

1. About Us and These Terms

- 1.1 Who we are.** The Platform and the Services are operated by MB30 SERVICES, S.A. DE C.V. (trading name: V2V) ("**MB30**", "**V2V**", the "**Company**", "**we**", "**us**" or "**our**"), a variable capital corporation (sociedad anónima de capital variable) incorporated under the laws of the Republic of El Salvador, registered in the Commercial Registry of El Salvador under number 458 of Book 4955 of the Registry of Companies, with Tax Identification Number (NIT) 0623-140726-113-9 and taxpayer registration number (NRC) 389536-8.
- 1.2 Registered office.** Avenida El Espino, Centro Comercial Estación del Casco, Tercer Nivel, Stoffcenter, Oficina 10, Colonia San Benito, District of San Salvador, Municipality of San Salvador Centro, Department of San Salvador, Republic of El Salvador.
- 1.3 Regulatory status.** The Company is registered in the Republic of El Salvador as a Bitcoin service provider for the following activities: Bitcoin custody, digital exchange house and Bitcoin digital wallet (registration code 6a907c45e8a00a3181ba3272, dated 28 August 2026). Services involving Digital Assets other than Bitcoin will be made available only after the Company has obtained any registration or authorisation required under the Digital Assets Issuance Law (Ley de Emisión de Activos Digitales) and its regulations, and only to the extent that such registration or authorisation permits. The Platform will show which Services and Digital Assets are available to you at any given time.
- 1.4 What we are not.** The Company is not a bank, credit institution, investment adviser, broker-dealer or insurance company. Fiat currency services are provided with the involvement of regulated Payment Partners as described in Section 11. Nothing in these Terms, on the Website or on the Platform is an offer of securities, an invitation to invest, a promise of returns or a solicitation in any jurisdiction where such an offer or solicitation would be unlawful.
- 1.5 Contacting us.** You can contact us on any matter through the authenticated support channel in your Account or by email at support@mb-30.com. Complaints should be sent to complaints@mb-30.com. These are our only official email addresses for communication with Clients. We will never ask you for your passwords, private keys, seed phrases or one-time security codes.
- 1.6 Language.** These Terms are made available in English. Any translation is provided for convenience only. If there is any inconsistency between the English version and a translation, the English version prevails.

2. Definitions and Interpretation

- 2.1** In these Terms the following words have the following meanings:

"Account" means the business account opened for you on the Platform, including your Digital Asset Account and, where enabled, your Fiat Account, together with all associated records.

"Account Administrator" means the Authorised User designated by you with authority to manage your Account, add or remove Authorised Users and set permissions.

"Agreement" means these Terms together with the Schedules, the Fee Schedule, the Privacy Notice, any Supplementary Terms, any Onboarding Form and any other documents expressly incorporated by reference.

"API" means the application programming interface that we may make available for programmatic access to the Services, together with its documentation, keys and credentials.

"Applicable Law" means all laws, regulations, rules, orders, decisions, guidance and requirements of any Governmental Authority, and the binding rules of any payment system, card scheme, correspondent bank or banking partner, that apply to you, to us, to a Payment Partner or to the relevant Service or Transaction.

"Authorised User" means any director, officer, employee or other individual whom you have authorised to access and use the Account on your behalf and who has been verified by us.

"Business Day" means a day other than a Saturday, Sunday or public holiday in San Salvador, Republic of El Salvador.

"Client", "you" and "your" mean the legal entity or other business organisation that has opened an Account with us and, where the context requires, its Authorised Users.

"Client Assets" means Digital Assets credited to your Digital Asset Account and held by us or on our behalf for you.

"Client Funds" means Fiat Currency credited to your Fiat Account and held by or on behalf of a Payment Partner for you.

"Confirmation" means the number of blocks or other technical confirmations on the relevant Network that we require before we treat an incoming Digital Asset transfer as final.

"Digital Asset" means a digital representation of value that is recorded on a distributed ledger or blockchain, including Bitcoin, and which can be transferred, stored or traded electronically.

"Digital Asset Account" means the record of Client Assets that we maintain for you on the Platform.

"Fee Schedule" means the schedule of fees, charges, spreads and limits published on the Website or in your Account, or agreed with you in writing, as updated from time to time in accordance with these Terms.

"Fiat Account" means the record of Client Funds made available to you through the Platform in connection with the Payment Services.

"Fiat Currency" means government-issued currency that is designated as legal tender in its country of issuance, including United States dollars (USD).

"Fork" means a change to the underlying protocol of a Network that results in more than one version of that Network or Digital Asset.

"Governmental Authority" means any government, regulator, supervisory authority, financial intelligence unit, tax authority, court, tribunal or other public body of any jurisdiction, including the National Commission of Digital Assets (Comisión Nacional de Activos Digitales), the Central Reserve Bank of El Salvador and the Financial Investigation Unit (Unidad de Investigación Financiera) of the Office of the Attorney General of El Salvador.

"Liquidity Provider" means any exchange, market maker, over-the-counter desk or other third party from which we source prices or liquidity.

"Network" means the blockchain or distributed ledger on which a Digital Asset is recorded and transferred, such as the Bitcoin mainnet.

"Network Fee" means a fee payable to the validators, miners or operators of a Network to process a transfer on that Network.

"Order" means an instruction given by you through the Platform or another approved channel to enter into a Transaction or to make a deposit, withdrawal, transfer or payment.

"Payment Partner" means any bank, payment institution, electronic money institution, money services business or other regulated financial institution that holds Client Funds, operates payment rails or executes payment transactions in connection with the Payment Services.

"Payment Services" means the Fiat Currency services described in Section 11.

"Platform" means our online platform, including the Website, the client dashboard, any mobile or web application and the API, through which the Services are made available.

"Privacy Notice" means our privacy notice published on the Website, as updated from time to time.

"Quote" means a firm price offered by us for a Transaction, together with its fees, spread, costs, net amount and validity period.

"Restricted Jurisdiction" has the meaning given in Schedule 1.

"Sanctions" means economic, financial or trade sanctions, embargoes or restrictive measures administered or enforced by the United Nations Security Council, the Republic of El Salvador, the United States of America (including the Office of Foreign Assets Control of the US Department of the Treasury), the European Union, the United Kingdom or any other Governmental Authority whose measures apply to us, to you or to a Payment Partner.

"Services" means the services that we make available to you under these Terms, including the Exchange Services, the Custody Services, the Payment Services and the API, as available from time to time.

"Supported Digital Asset" means a Digital Asset, on a specified Network, that we support for a particular Service as shown on the Platform at the relevant time.

"Supplementary Terms" means any additional terms that apply to a specific Service, product, feature or Payment Partner and that are presented to you for acceptance.

"Transaction" means a purchase, sale or exchange of a Supported Digital Asset against Fiat Currency or another Supported Digital Asset, entered into between you and us through the Platform.

"Travel Rule" means the requirements under Applicable Law to obtain, hold and transmit information about the originator and beneficiary of a transfer of Digital Assets or Fiat Currency.

"Unhosted Wallet" means a Digital Asset wallet or address that is not held or controlled by a regulated service provider.

"Website" means any website operated by us in connection with the Services, as notified to you from time to time.

"Whitelisted Address" means an external Digital Asset address that you have registered in your Account, that has passed our verification checks and to which withdrawals may be made.

- 2.2 Interpretation.** In these Terms: (a) headings are for convenience only and do not affect interpretation; (b) "including" and similar words mean "including without limitation"; (c) references to a law include that law as amended or replaced; (d) the singular includes the plural and vice versa; (e) references to "writing" include email and notices delivered through the Platform; and (f) references to a Section or Schedule are to a section of, or schedule to, these Terms.

3. Structure of the Agreement

- 3.1 Documents forming the Agreement.** Your relationship with us is governed by the Agreement. By accepting these Terms you also accept the Fee Schedule, the Risk Disclosure in Schedule 2 and any Supplementary Terms presented to you, and you acknowledge that you have read the Privacy Notice.
- 3.2 Order of precedence.** If there is any conflict between the documents forming the Agreement, the following order of precedence applies, unless a document expressly provides otherwise: (a) any written agreement signed by both you and us that expressly amends these Terms; (b) the Supplementary Terms, in respect of the specific Service to which they relate; (c) these Terms; (d) the Fee Schedule; and (e) any other documents incorporated by reference.
- 3.3 Payment Partner terms.** Some Payment Services may require you to accept terms issued by a Payment Partner. Where this is the case, we will present those terms to you before you use the relevant Payment Service. The Payment Partner's terms govern the relationship between you and that Payment Partner, and these Terms govern the relationship between you and us.
- 3.4 Acceptance.** You accept the Agreement by clicking to accept it on the Platform, by signing an Onboarding Form that refers to it, or by using any Service. Electronic acceptance has the same legal

effect as a handwritten signature to the fullest extent permitted by Applicable Law, including the Electronic Signature Law of the Republic of El Salvador. We keep a record of the version of the Terms you accepted, the date and time of acceptance, the Authorised User who accepted and the authentication method used.

- 3.5 Authority to accept.** The individual who accepts these Terms on your behalf represents and warrants that he or she is duly authorised to do so and to bind you. We may require evidence of that authority, such as a board resolution or power of attorney, at any time.

4. Eligibility

- 4.1 Business clients only.** The Services are available only to legal entities, partnerships and other business organisations that are duly incorporated or organised and in good standing under the laws of their jurisdiction of incorporation, acting for business purposes. We do not offer the Services to consumers or to individuals acting for personal, family or household purposes.

- 4.2 Eligibility requirements.** To open and maintain an Account, you must, at all times:

- (a) have full legal capacity and all corporate authorisations necessary to enter into the Agreement and use the Services;
- (b) complete our business due diligence process to our satisfaction and provide all information and documents we request;
- (c) not be incorporated, organised, resident, located or operating in, or controlled by persons resident in, a Restricted Jurisdiction, and not access the Services from a Restricted Jurisdiction;
- (d) not be, and not be owned or controlled by or acting on behalf of, a person that is the subject or target of Sanctions;
- (e) not carry on any business listed as prohibited in Schedule 3, or any business that we determine falls outside our risk appetite;
- (f) hold every licence, registration or authorisation required under Applicable Law for your business, including for any regulated activity you carry on using the Services; and
- (g) use the Services only for lawful purposes and in accordance with the Agreement.

- 4.3 Our discretion.** We may refuse to open an Account, or to provide any particular Service or Supported Digital Asset to you, at our sole discretion, including on the basis of our risk assessment, without being required to give reasons where giving reasons would be unlawful or would compromise our compliance controls.

- 4.4 Changes in your circumstances.** You must notify us in writing within five (5) Business Days of any change to the information you have provided to us, including changes to your legal name, registered address, jurisdiction, directors, beneficial owners, controllers, authorised signatories, business activities, licences or regulatory status, and of any event that may cause you to cease to meet the eligibility requirements.

5. Account Opening and Business Due Diligence

- 5.1 Application.** To open an Account you must submit an application through the Platform or another channel we approve and provide the information and documents we request, which may include:

- (a) your certificate of incorporation, articles of association or equivalent constitutional documents, and evidence of good standing;
- (b) your tax identification number and registered and operating addresses;
- (c) a description of your business, products, customers, counterparties, jurisdictions of operation, expected activity and the intended use of the Services;

- (d) the identity of your directors, officers, authorised signatories and Authorised Users, with identity documents and proof of address;
- (e) the identity of your ultimate beneficial owners and controllers, including every natural person who directly or indirectly owns or controls twenty-five per cent (25%) or more of your shares or voting rights, or a lower percentage where Applicable Law or our risk assessment requires, and of any person who otherwise exercises control over you;
- (f) your ownership and control structure chart;
- (g) copies of licences, registrations or authorisations relevant to your business;
- (h) information and evidence regarding the source of funds and source of wealth relevant to your Account and Transactions;
- (i) financial statements, bank references or other evidence of your financial standing; and
- (j) your anti-money laundering, sanctions and compliance policies, where you carry on a regulated activity.

5.2 Verification and screening. We will verify the information you provide and screen you, your beneficial owners, controllers, directors and Authorised Users against Sanctions lists, lists of politically exposed persons, adverse media and other sources. We may use third-party identity verification, screening and blockchain analytics providers for this purpose. You authorise us to make any enquiries we consider necessary.

5.3 Risk rating and enhanced due diligence. We assign every Client a risk rating. Where you, your beneficial owners or your activity present a higher risk, including where a politically exposed person is involved, we will apply enhanced due diligence, which may include additional documents, senior management approval, lower limits and more frequent reviews.

5.4 Ongoing due diligence. We review Accounts periodically and whenever events require it. You must respond promptly, and in any event within the period we specify (which will normally be not less than five (5) Business Days), to any request for information or documents. Failure to respond may result in restriction or suspension of your Account.

5.5 Accuracy of information. You warrant that all information and documents you provide to us are true, accurate, complete, current and not misleading. Certified, notarised, apostilled or translated copies may be required for documents issued outside El Salvador or in a language other than English or Spanish.

5.6 One Account. Unless we agree otherwise in writing, you may hold only one Account. You may not open an Account on behalf of, or allow the use of your Account by, any other person, including your own customers.

5.7 Account activation. Your Account will be activated only after we have completed our due diligence and approved your application. Approval of your Account does not mean that every Service, Supported Digital Asset, Network or limit is available to you. We enable Services and set limits individually.

6. Authorised Users, Access and Security

6.1 Authorised Users. You must designate at least one Account Administrator. The Account Administrator may add Authorised Users and assign them roles and permissions (for example, view-only, trading, withdrawal initiation and withdrawal approval), subject to the controls available on the Platform. Each Authorised User must be verified by us before receiving access.

6.2 Responsibility for Authorised Users. You are responsible for all acts and omissions of your Authorised Users and of any person who accesses your Account using credentials issued to you or your Authorised Users. Any Order given through your Account is deemed to be authorised by you,

unless you have notified us of a compromise of credentials in accordance with Section 6.5 before the Order was given.

6.3 Security measures. You must, and must ensure that each Authorised User will:

- (a) use multi-factor authentication and all other security features we require;
- (b) keep passwords, API keys, one-time codes and devices secure and confidential, and never share credentials between individuals;
- (c) access the Platform only through the official Website or applications and verify the website address before logging in;
- (d) maintain up-to-date antivirus, operating system and browser software on devices used to access the Platform;
- (e) use dual control (separate initiation and approval) for withdrawals and payments where the Platform offers it; and
- (f) promptly remove access for any Authorised User who leaves your organisation or no longer requires access.

6.4 Our security controls. We apply technical and organisational measures designed to protect the Platform and your Account, including encryption, access controls, multi-factor authentication, monitoring of sessions and devices, withdrawal controls and multi-party authorisation for movements of Digital Assets. We may require additional verification, delay or decline any Order, or temporarily restrict access, where we suspect unauthorised access, fraud or other risk.

6.5 Compromise of credentials. If you suspect that your Account or any credential has been compromised, or that an unauthorised Order has been given, you must notify us immediately through the emergency contact channel published on the Website or in your Account, or by email at support@mb-30.com, and request that we block the Account. We will act on such a request as soon as reasonably practicable. We are not liable for Orders executed before we have had a reasonable opportunity to act on your notification.

6.6 No requests for secrets. We will never ask you to disclose your password, one-time codes or any private key. Treat any such request as fraudulent and report it to us.

7. Overview of the Services

7.1 Services. Subject to the Agreement, your eligibility and the availability of each Service in your Account, we may make the following Services available to you:

- (a) **Exchange Services:** the purchase, sale and exchange of Supported Digital Assets against Fiat Currency or other Supported Digital Assets, with us as your counterparty (Section 9);
- (b) **Custody Services:** the holding of Supported Digital Assets on your behalf, including the receipt of deposits, the transfer of Client Assets to other clients of the Company and the withdrawal of Client Assets to Whitelisted Addresses (Section 10);
- (c) **Payment Services:** Fiat Currency account and payment services provided with the involvement of Payment Partners, including the receipt and sending of payments and the funding and settlement of Transactions (Section 11); and
- (d) **API Services:** programmatic access to some or all of the above Services (Section 20).

7.2 Spot only. All Transactions are spot transactions that settle in full. We do not offer margin trading, leverage, derivatives, futures, options, lending, borrowing, staking, yield, interest-bearing products or any product that promises a return.

7.3 Phased availability. At the date of these Terms, Exchange Services and Custody Services are available only for Bitcoin (BTC) on the Bitcoin mainnet. Other Digital Assets, Networks and Services

will be added only when we are legally permitted to offer them and have completed our internal approval process. We will announce their availability on the Platform.

- 7.4 No advice.** We provide execution and custody services only. We do not provide investment, financial, legal, tax or accounting advice, and we do not assess whether any Transaction is suitable for you. Market information, prices, charts or educational materials on the Platform are for information only. You are solely responsible for your decisions and should obtain independent professional advice where appropriate.
- 7.5 No fiduciary relationship.** Except as expressly stated in these Terms in relation to the holding of Client Assets, nothing in the Agreement creates a fiduciary, partnership, joint venture, agency or employment relationship between you and us.

8. Supported Digital Assets and Networks

- 8.1 Supported Digital Assets.** The Platform shows the Supported Digital Assets, the Networks on which each is supported, and the Services available for each. A Digital Asset may be supported for some Services but not others. Only Digital Assets on the specified Network are supported: for example, wrapped tokens, bridged versions and Digital Assets on other Networks are not supported unless expressly stated.
- 8.2 Adding Digital Assets.** We decide at our discretion whether to support a Digital Asset, following an internal assessment of legal and regulatory, financial crime, technology, custody, market and reputational risks. Support for a Digital Asset is not an endorsement of it or a statement about its value or legality in any jurisdiction other than as expressly stated.
- 8.3 Suspension or removal.** We may suspend or end support for a Digital Asset or Network, in whole or in part, where required by Applicable Law or a Governmental Authority, or where we reasonably consider it appropriate, including because of a security incident, loss of a price peg, issuer action, freezing of tokens, Network malfunction, a Fork, insufficient liquidity or a change in risk. Where reasonably possible, we will give you at least thirty (30) days' notice of the removal of a Digital Asset so that you can sell or withdraw it. If you hold the Digital Asset after the end of the notice period, we may, at our discretion and to the extent permitted by Applicable Law, convert it into US dollars or another Supported Digital Asset at the prevailing market rate, less applicable fees, and credit the proceeds to your Account, or send it to your Whitelisted Address.
- 8.4 Forks.** In the event of a Fork, we may temporarily suspend Services in respect of the affected Digital Asset. We will decide, at our discretion, which version of the Network we will support. We are not obliged to support, claim or credit to you any new Digital Asset created by a Fork, and you will have no claim against us in respect of such a Digital Asset unless we announce that we will support it.
- 8.5 Airdrops and other events.** We are not obliged to support, claim or credit any airdrop, token distribution, reward, governance right or other benefit associated with a Digital Asset. We do not exercise voting or governance rights in respect of Client Assets.
- 8.6 Network operation.** We do not own or control any Network. We are not responsible for the operation of any Network, and we make no guarantee as to its security, functionality, availability or the speed at which transfers are confirmed.

9. Exchange Services

- 9.1 Requesting a Quote.** To enter into a Transaction you must request a Quote through the Platform or another channel we approve. Each Quote shows, before you accept it: the Digital Asset and Network; the amount you will pay and the amount you will receive; the price and its source or basis; the spread included in the price; our fee; any Network Fee or other third-party costs; the net amount; and the period during which the Quote is valid.

- 9.2 Acceptance and execution.** A Transaction is entered into when you accept a valid Quote using your authenticated Account and we confirm it. Once confirmed, a Transaction is binding and cannot be cancelled or modified by you. If a Quote expires before you accept it, you must request a new Quote. We may decline to provide a Quote or to confirm a Transaction at our discretion, including where your Account has insufficient available balance, a limit would be exceeded, a compliance or security check has not been completed, or market conditions make it impracticable to provide a price.
- 9.3 We act as principal.** Unless we tell you otherwise before you accept a Quote, we act as principal and are your counterparty in each Transaction. We may source liquidity from, or hedge our exposure with, Liquidity Providers. Our prices include a spread, which is part of our remuneration and is disclosed in the Quote. We are not obliged to obtain the best price available on any other platform, but we will provide Quotes in good faith on the basis of prevailing market conditions.
- 9.4 Pre-funding and settlement.** You must have sufficient available Client Assets or Client Funds in your Account to settle a Transaction in full when you accept the Quote. When a Transaction is confirmed, we will debit the amount you pay and credit the amount you receive to your Account, normally immediately and in any case within the settlement time shown in the Quote. If a Transaction cannot be settled because of insufficient funds or assets, we may cancel it and charge you any resulting costs.
- 9.5 Large Transactions.** For Transactions above the thresholds shown on the Platform, we may require you to request a Quote through our trading desk using an approved and recorded communication channel. Such Transactions are binding when confirmed by us in writing, and the confirmation will record the price, amounts, fees and settlement terms.
- 9.6 Erroneous Transactions.** If a Transaction is executed at a price that is manifestly erroneous because of a technical error, system malfunction, incorrect price feed or obvious mistake, we may cancel the Transaction or adjust its price to the fair market price at the time of execution. We will notify you as soon as reasonably practicable and, where we cancel a Transaction, we will restore your Account to the position it would have been in had the Transaction not occurred.
- 9.7 Transaction confirmations.** After each Transaction we will provide a confirmation in your Account showing the date and time, the Digital Asset, the price, the amounts paid and received, the spread, the fees and costs charged and a unique reference. You must check each confirmation and notify us of any error within the period set out in Section 17.

10. Custody Services

- 10.1 Digital Asset Account.** We maintain a Digital Asset Account for you that records the Client Assets we hold for you. Your balance as shown in the Digital Asset Account is the authoritative record of the Client Assets we hold for you, subject to correction of errors under Section 17.
- 10.2 Ownership.** Title to Client Assets remains with you at all times. Client Assets are not our property, and we will not treat them as our property. We do not lend, pledge, rehypothecate, stake, invest or otherwise use Client Assets for our own account or for the account of anyone else, and we do not use them to fund our expenses or as collateral for our obligations.
- 10.3 Segregation and omnibus wallets.** We hold Client Assets in wallets that are segregated from the wallets holding our own Digital Assets. Client Assets of different clients may be held together in one or more omnibus wallets. We maintain individual records that identify, at all times, the Client Assets that belong to each client, and we reconcile our records with the balances held on each Network on a regular basis.
- 10.4 Custody infrastructure.** We hold Client Assets using institutional-grade custody technology, which may include multi-party computation (MPC) wallets, hardware security modules and a combination of online ("hot") and offline or restricted-access ("cold") storage. Movements of Client Assets require multi-party authorisation in accordance with our internal policies. We may use third-party technology

providers and sub-custodians to provide custody infrastructure. We will exercise reasonable care in the selection and monitoring of such providers.

- 10.5 Insolvency.** We record Client Assets as held for you and separate from our own assets, with the intention that they should not form part of our estate available to our creditors in the event of our insolvency. However, the treatment of Digital Assets in insolvency proceedings in El Salvador and other jurisdictions is not fully settled. In an insolvency, you may experience delays in recovering Client Assets or may not recover them in full. Please read the Risk Disclosure in Schedule 2.
- 10.6 Deposits.** You may deposit Supported Digital Assets to the deposit address shown in your Account for the relevant Digital Asset and Network. You must:
- (a) send only the Supported Digital Asset specified for that address and use only the specified Network;
 - (b) make deposits only from wallets or accounts owned and controlled by you, or by a regulated service provider on your behalf; and
 - (c) provide any information we request about the origin of the Digital Assets, including Travel Rule information and, for deposits from Unhosted Wallets, evidence that you own or control the wallet (for example, by signing a message or making a test transfer).
- 10.7 Crediting of deposits.** We credit a deposit to your Digital Asset Account only after the required number of Confirmations has been reached and after we have completed our screening of the transfer, including blockchain analytics. The number of Confirmations for each Network is shown on the Platform. We may hold a deposit pending review and may refuse to credit, return or freeze it where required by Applicable Law or our compliance policies, including where it originates directly or indirectly from a sanctioned person, a darknet market, a mixer, a ransomware address or another illicit source.
- 10.8 Incorrect deposits.** Digital Assets sent to an incorrect address, on an unsupported Network, or that are not Supported Digital Assets may be permanently lost. We are not obliged to recover them. Where recovery is technically possible, safe and lawful, we may attempt it at our discretion and charge the recovery fee set out in the Fee Schedule. Deposits below the minimum deposit amount shown on the Platform may not be credited.
- 10.9 Withdrawals.** You may instruct us to withdraw Client Assets to a Whitelisted Address. Before an address can be used, you must register it in your Account and provide the information we request about its owner, including whether it is held by a regulated service provider or is an Unhosted Wallet. We may apply a security hold before a newly added Whitelisted Address can be used, require approval by a second Authorised User, and verify that the address is owned by you or another permitted beneficiary.
- 10.10 Processing of withdrawals.** We process withdrawals within the processing times shown on the Platform, after completion of our security, Sanctions, blockchain analytics and Travel Rule checks. You are responsible for the accuracy of the withdrawal address, the Network and the amount. A withdrawal broadcast to a Network is irreversible, and we cannot recover Digital Assets sent to an incorrect address. Network Fees and our withdrawal fees are shown before you confirm a withdrawal and are deducted from your balance. Minimum and maximum withdrawal amounts apply as shown on the Platform.
- 10.11 Transfers between clients.** Where the Platform allows it, you may transfer Client Assets to another client of the Company. Such transfers are recorded in our books without a transfer on the Network, are subject to the same screening, Travel Rule and authorisation controls as external withdrawals, and are irreversible once completed.
- 10.12 Availability of Client Assets.** We aim to process withdrawal requests promptly. However, withdrawals may be delayed by Network congestion, maintenance, security incidents, compliance reviews, the need to move Digital Assets from cold storage, or circumstances beyond our control.

We may pause deposits or withdrawals for a Digital Asset or Network where we consider it necessary to protect Client Assets or comply with Applicable Law.

11. Payment Services

- 11.1 Nature of the Payment Services.** Where enabled for your Account, the Payment Services allow you, through the Platform, to receive Fiat Currency, hold a Fiat Currency balance, send payments to third parties, convert between currencies where available, and fund and settle Transactions. The currencies, payment methods, payment rails, countries and features available to you are shown on the Platform and may differ depending on your jurisdiction, risk profile and the Payment Partner concerned.
- 11.2 Role of Payment Partners.** The Payment Services are delivered by us together with one or more Payment Partners. Payment Partners hold Client Funds, provide payment accounts and account details, operate or access payment rails and execute payment transactions. Depending on the Payment Service and your jurisdiction, a Payment Partner may be the provider of record of a particular payment or account service, in which case you may be asked to accept the Payment Partner's own terms in accordance with Section 3.3. The Payment Partner relevant to your Account will be identified in your Account or on request.
- 11.3 Client Funds are not deposits.** Client Funds are held by or on behalf of the relevant Payment Partner in safeguarded, segregated or designated client accounts in accordance with the Payment Partner's regulatory obligations. Client Funds are not deposits with the Company, do not earn interest payable to you, and are not covered by any deposit insurance or deposit guarantee scheme unless the Payment Partner expressly states otherwise. The Fiat Account balance shown on the Platform reflects our records and the records of the Payment Partner, which are reconciled regularly.
- 11.4 Incoming payments.** Incoming payments must be sent from an account held in your own name with a regulated financial institution, unless we have approved a specific third-party payer in advance. We may reject, return or hold any payment that is received from an unapproved third party, does not contain the reference or information we require, is in an unsupported currency, or raises compliance concerns. Funds are credited to your Fiat Account only after they have been received and cleared by the Payment Partner and have passed our checks. Returned payments may be subject to fees and exchange rate differences.
- 11.5 Outgoing payments.** To send a payment you must provide complete and accurate payment details, including the beneficiary's name, account details, address, bank details and the purpose of the payment, together with any supporting documents we request. You are responsible for the accuracy of the details you provide. Payments are executed on the basis of the account identifiers provided, and neither we nor the Payment Partner are obliged to verify that the beneficiary name matches the account identifier unless Applicable Law requires it.
- 11.6 Cut-off times and execution.** Payment Orders received after the cut-off time shown on the Platform, or on a day that is not a business day for the relevant payment rail, will be treated as received on the next business day. Execution times depend on the payment rail, the currency, intermediary and beneficiary banks and compliance reviews, and are estimates only.
- 11.7 Irrevocability.** A payment Order cannot be revoked once it has been submitted for execution, except where the Platform allows cancellation before execution. If you ask us to recall a payment, we will use reasonable efforts to assist, but we cannot guarantee that the funds will be returned, and recall fees may apply.
- 11.8 Rejected and returned payments.** We or a Payment Partner may refuse to execute a payment Order where it is incomplete, exceeds a limit, is prohibited by Applicable Law or Sanctions, involves a Restricted Jurisdiction or a prohibited business, or raises a compliance or fraud concern. Where permitted by Applicable Law, we will inform you of the refusal and, if possible, of the reason and how

to correct any factual error. Payments returned by an intermediary or beneficiary bank will be credited back to your Fiat Account after deduction of any charges, and may be converted at the prevailing exchange rate.

- 11.9 Currency conversion.** Where currency conversion is available, the applicable exchange rate, including any margin, will be shown to you before you confirm the conversion. Exchange rates fluctuate and the rate shown is valid only for the period stated.
- 11.10 Intermediary bank charges.** Intermediary, correspondent or beneficiary banks may deduct their own charges from payments. These charges are outside our control and are your responsibility.
- 11.11 Unauthorised or incorrectly executed payments.** You must notify us without undue delay, and in any event within thirty (30) days of the payment date, of any payment that you believe was unauthorised or incorrectly executed. Where a payment was executed incorrectly because of our error or the error of a Payment Partner, we will, or will procure that the Payment Partner will, correct the error or refund the amount concerned, subject to Applicable Law and to Section 26.
- 11.12 Changes to Payment Partners.** We may add, replace or remove Payment Partners. Where a change affects your account details, the location of your Client Funds or the terms that apply to you, we will give you reasonable prior notice and tell you what you need to do. Where Applicable Law requires your consent to a transfer of Client Funds to a new Payment Partner, we will request it.

12. Limits

- 12.1 Account limits.** We set limits on your Account, which may include limits per Transaction, per payment, per day and per rolling thirty (30) day period, and limits on deposits, withdrawals and payments for each Digital Asset, Network, currency and payment method. Your limits are shown in your Account and depend on our due diligence, your risk rating and the information you have provided about your expected activity.
- 12.2 Lowest limit applies.** Where more than one limit applies to an Order, the lowest applicable limit prevails. Related Accounts and Transactions may be aggregated for the purposes of applying limits.
- 12.3 Changes to limits.** You may request higher limits by providing the additional information and evidence we require. We may reduce your limits at any time, with immediate effect where required by Applicable Law or our risk assessment, and we will inform you of the change. Limits are maximum amounts and do not oblige us to accept any Order.
- 12.4 Structuring prohibited.** You must not split Orders or use multiple Accounts or related persons for the purpose of avoiding limits, reporting thresholds or our controls.

13. Fees and Taxes

- 13.1 Fees.** You agree to pay the fees, charges and spreads set out in the Fee Schedule and shown in each Quote or confirmation. The types of fees that may apply are described in Schedule 4. The specific fee and the total cost of each Transaction, withdrawal or payment are shown to you before you confirm it.
- 13.2 Third-party costs.** Network Fees, Payment Partner fees, intermediary bank charges and other third-party costs are payable by you unless the Fee Schedule states otherwise. Network Fees vary with Network conditions, and the amount shown before you confirm a withdrawal is an estimate or a maximum, as indicated.
- 13.3 Deduction and set-off.** We may deduct any fees, charges, costs and other amounts that you owe us from your Client Assets or Client Funds. Where the amount owed is in a different asset or currency from your balance, we may convert the necessary amount at the prevailing market rate. If your

balances are insufficient, you must pay the outstanding amount within ten (10) Business Days of our request.

- 13.4 Changes to fees.** We may change the Fee Schedule by giving you at least thirty (30) days' prior notice. Changes that reduce fees, introduce fees for new services that you have not yet used, or reflect changes in third-party costs passed through to you at cost may take effect immediately. If you do not accept a change, you may close your Account before the change takes effect without paying any closure fee.
- 13.5 Taxes.** All fees are stated exclusive of value added tax (impuesto a la transferencia de bienes muebles y a la prestación de servicios, IVA) and other applicable taxes, which will be added where required by law. You are solely responsible for determining, reporting and paying any taxes arising from your use of the Services, your Transactions and your Client Assets and Client Funds. We may withhold or deduct taxes where required by Applicable Law and may report information about you and your Account to tax authorities where required.

14. Anti-Money Laundering, Sanctions and Travel Rule

- 14.1 Our obligations.** We are subject to laws and regulations on the prevention of money laundering, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, including the Special Law for the Prevention, Control and Sanction of Money Laundering, Terrorist Financing and Proliferation Financing of El Salvador and the instructions of the Financial Investigation Unit, as well as Sanctions. Our Payment Partners are subject to similar obligations in their own jurisdictions.
- 14.2 Monitoring and screening.** We monitor Accounts, Transactions, deposits, withdrawals and payments on an ongoing basis, including through blockchain analytics, Sanctions screening and transaction monitoring systems. We may hold any Order, deposit, withdrawal or payment pending review, request information or documents from you, and refuse to process any Order where we have not been able to complete our checks to our satisfaction.
- 14.3 Information requests.** You must provide promptly any information and documents we request in connection with our compliance obligations, including information about the purpose and nature of a Transaction, the source of funds or Digital Assets, your counterparties and your customers.
- 14.4 Reporting and confidentiality.** We may be required by Applicable Law to report suspicious or regulated transactions and other information to the Financial Investigation Unit or other Governmental Authorities. We may be prohibited by law from informing you that a report has been made or that an investigation is being carried out. We will not be liable to you for any action taken, or not taken, in good faith to comply with these obligations.
- 14.5 Freezing and blocking.** We may freeze, block, hold or refuse to release Client Assets or Client Funds where required by Applicable Law, Sanctions or an order of a Governmental Authority, or where we reasonably suspect that they are the proceeds of crime or connected with fraud, Sanctions evasion or other illegal activity. We may release, return or transfer such Client Assets or Client Funds only in accordance with Applicable Law and any instructions of the competent Governmental Authority.
- 14.6 Travel Rule.** We collect, hold and transmit originator and beneficiary information for transfers of Digital Assets and Fiat Currency as required by Applicable Law and our policies. For each deposit or withdrawal you must provide accurate information about the originator or beneficiary and, where applicable, the service provider that holds the counterparty's account or wallet. We may refuse or delay a transfer to or from a service provider that does not provide or accept the required information, or to or from an Unhosted Wallet whose ownership or control cannot be verified.
- 14.7 Your customers.** If you are a regulated business and use the Services in connection with your own customers' activity, you are solely responsible for conducting due diligence on your customers in accordance with Applicable Law. You may not use the Services to provide services to third parties,

or to act as a payment intermediary or nested service provider, unless we have expressly approved this in writing following enhanced due diligence and you have agreed to any Supplementary Terms we require.

- 14.8 Record keeping.** We keep records of your identity, your Account, your Orders and Transactions and our communications with you for the period required by Applicable Law, which may extend beyond the termination of the Agreement.

15. Prohibited Use

- 15.1** You must not use, or attempt to use, the Services or the Platform:
- (a) in breach of the Agreement or Applicable Law, or for any illegal purpose, including money laundering, terrorist financing, proliferation financing, fraud, tax evasion, bribery or corruption;
 - (b) for the benefit of, or on behalf of, any person that is the subject or target of Sanctions, or for any activity involving a Restricted Jurisdiction;
 - (c) in connection with any business or activity listed in Schedule 3;
 - (d) to send or receive Digital Assets to or from mixers, tumblers, privacy-enhancing services designed to obscure the origin of funds, darknet markets, ransomware or any other address we reasonably consider to be associated with illicit activity;
 - (e) to manipulate markets, including through wash trading, spoofing, layering, front-running or the dissemination of false or misleading information;
 - (f) to circumvent our limits, controls, monitoring or geographic restrictions, including through the use of VPNs, proxies, anonymising networks or the Accounts of other persons;
 - (g) to act on behalf of an undisclosed third party, to allow any third party to use your Account, or to provide money transmission or other regulated services to third parties without our written approval and all required licences;
 - (h) to access the Platform through automated means other than the API in accordance with Section 20, or to scrape, copy, reverse engineer, decompile or interfere with the Platform or its security;
 - (i) to introduce viruses, malware or other harmful code, to attempt unauthorised access to any system or Account, or to carry out a denial-of-service or similar attack; or
 - (j) in any manner that could damage our reputation, our relationship with our Payment Partners, Liquidity Providers or other service providers, or expose us to legal or regulatory risk.

16. Suspension, Restriction and Closure

- 16.1 Closure by you.** You may close your Account at any time by giving us notice through the Platform or in writing. Closure takes effect once all pending Orders have been completed or cancelled, all amounts owed to us have been paid and your Client Assets and Client Funds have been withdrawn or transferred in accordance with Section 16.6.
- 16.2 Termination by us on notice.** We may terminate the Agreement and close your Account for any reason by giving you at least thirty (30) days' notice.
- 16.3 Suspension, restriction or termination with immediate effect.** We may, with immediate effect and with or without prior notice, suspend or restrict your access to the Account or any Service, refuse or hold any Order, or terminate the Agreement and close your Account, if:
- (a) you breach the Agreement in a material respect, or repeatedly breach it;
 - (b) you cease to meet the eligibility requirements in Section 4;
 - (c) you fail to provide information or documents we request within the period we specify;

- (d) we suspect that your Account is being used for illegal, fraudulent or unauthorised activity, or that your credentials have been compromised;
- (e) we are required to do so by Applicable Law, Sanctions, a Governmental Authority or a Payment Partner;
- (f) you become insolvent, enter into liquidation, administration, reorganisation or any arrangement with your creditors, or any similar event occurs in any jurisdiction;
- (g) you have provided false, inaccurate or misleading information;
- (h) you are, or become, the subject of investigations, proceedings or adverse media that we reasonably consider expose us to material legal, regulatory or reputational risk;
- (i) continuing to provide the Services to you would, in our reasonable opinion, expose us to legal, regulatory, financial or reputational risk; or
- (j) we cease to be legally permitted to provide the relevant Service, or a Payment Partner, custody provider or other provider on which the Service depends ceases to provide its services to us.

16.4 Information about suspension. Where we suspend, restrict or terminate under Section 16.3, we will inform you of our decision and, where possible, of the reasons for it and of how you may request a review, unless doing so would be unlawful, would compromise our security or compliance controls, or would prejudice an investigation.

16.5 Wind-down of the Services. If we decide to stop providing the Services generally, or any Service, we will give you as much notice as reasonably possible and, wherever possible, at least sixty (60) days, together with instructions on how to withdraw your Client Assets and Client Funds. We will continue to safeguard Client Assets and Client Funds and process withdrawals in an orderly manner during the wind-down period.

16.6 Effect of closure. On closure of your Account:

- (a) all Quotes and pending Orders that have not been executed will be cancelled, unless we agree otherwise;
- (b) you must instruct us, within thirty (30) days of closure, where to transfer your Client Assets (to a Whitelisted Address) and Client Funds (to a verified bank account in your name), subject to our compliance checks and the deduction of any amounts you owe us;
- (c) if you do not give instructions within that period, we may, after giving you further notice, transfer your Client Funds to the last verified bank account in your name and your Client Assets to your most recent Whitelisted Address, or continue to hold them for you subject to the dormant account provisions in Section 16.8;
- (d) we are not obliged to return Client Assets or Client Funds where we are prohibited from doing so by Applicable Law, Sanctions or an order of a Governmental Authority; and
- (e) the provisions of the Agreement that by their nature are intended to survive termination will survive, including Sections 13, 14.8, 17, 21, 22, 26, 27 and 31.

16.7 No liability for suspension. To the extent permitted by Applicable Law, we will not be liable for any loss you suffer as a result of a suspension, restriction or termination carried out in accordance with this Section 16.

16.8 Dormant Accounts. If there has been no activity on your Account, other than the charging of fees, for twelve (12) consecutive months, we may classify it as dormant. We will notify you before doing so. We may restrict a dormant Account until you complete updated due diligence, and we may charge the dormant account fee set out in the Fee Schedule. We will deal with unclaimed balances in accordance with Applicable Law.

17. Statements, Records and Errors

- 17.1 Statements.** You can view the balances, Transactions, deposits, withdrawals, payments, fees and a history of the versions of these Terms you have accepted in your Account at any time. We will make periodic statements available to you, at least monthly, in your Account.
- 17.2 Checking your records.** You must review your Account, confirmations and statements regularly. You must notify us of any error, discrepancy or unauthorised activity within thirty (30) days of the date on which the relevant information was made available to you. If you do not, the information will be treated as accurate and accepted by you, except in the case of manifest error, fraud or where Applicable Law provides otherwise.
- 17.3 Correction of errors.** If we credit Digital Assets or Fiat Currency to your Account by mistake, or credit an incorrect amount, you have no right to them and we may reverse the credit without prior notice. If you have already withdrawn or used the amount, you must return it, or its equivalent value, promptly upon request. If we debit your Account by mistake, we will correct the error promptly after it is identified.
- 17.4 Our records.** Our records, including records of Orders, Quotes, Transactions, communications and access logs, are conclusive evidence of their content in the absence of manifest error. We may record telephone calls and keep copies of electronic communications with you.

18. Platform Availability and Changes

- 18.1 Availability.** We aim to make the Platform available at all times, but we do not guarantee uninterrupted or error-free access. The Platform may be unavailable during scheduled maintenance, which we will try to announce in advance, or because of incidents, Network events, failures of third-party providers or circumstances beyond our control.
- 18.2 Business continuity.** We maintain business continuity and incident response plans designed to restore critical Services, protect Client Assets and Client Funds and preserve accurate records following a disruption. During an incident we will inform you through the Platform, the Website or by email of the Services affected and the expected restoration time where known. We will not process Orders on the basis of records that we have not reconciled following an incident.
- 18.3 Changes to the Platform.** We may change, update, add or remove features of the Platform and the Services from time to time. Where a change materially reduces the Services available to you, we will give you reasonable prior notice, except where the change is required for security, legal or regulatory reasons.

19. Intellectual Property

- 19.1 Our rights.** All intellectual property rights in the Platform, the Website, the API, our software, content, trademarks, logos and the MB30 and V2V names belong to us or our licensors. Subject to your compliance with the Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Platform solely for the purpose of using the Services for your internal business purposes.
- 19.2 Restrictions.** You may not copy, modify, distribute, sell, lease or create derivative works of any part of the Platform, or use our trademarks or name, without our prior written consent.
- 19.3 Feedback.** If you provide suggestions or feedback about the Services, we may use them without restriction or obligation to you.

20. API Terms

- 20.1 Access.** We may provide you with access to the API at our discretion. API access is subject to these Terms, the API documentation and any Supplementary Terms we issue.
- 20.2 Keys and permissions.** You are responsible for generating, storing and managing API keys securely, for restricting each key to the permissions and IP addresses necessary for its purpose, and for all Orders submitted using your API keys. You must revoke any key that may have been compromised and notify us immediately.
- 20.3 Usage limits.** We may set rate limits and other restrictions on API usage. We may suspend or revoke API access at any time if we consider that your use of the API threatens the security, stability or integrity of the Platform or breaches the Agreement.
- 20.4 No delegation of controls.** API access does not allow you to bypass any due diligence, Sanctions screening, blockchain analytics, Travel Rule, limit or authorisation controls that apply to the Services.

21. Confidentiality

- 21.1 Obligation.** Each party must keep confidential all non-public information received from the other party in connection with the Agreement, including information about the other party's business, systems, pricing, security arrangements and the terms of any individually negotiated arrangements, and must use it only for the purposes of the Agreement.
- 21.2 Exceptions.** The obligation in Section 21.1 does not apply to information that is or becomes public other than through a breach of the Agreement, that was lawfully known to the recipient before disclosure, or that is independently developed.
- 21.3 Permitted disclosures.** Either party may disclose confidential information to its directors, employees, professional advisers, auditors and service providers who need to know it and are bound by duties of confidentiality, and as required by Applicable Law or a Governmental Authority. We may also disclose information about you and your Account to Payment Partners, Liquidity Providers, custody and technology providers, identity verification and blockchain analytics providers, and other service providers to the extent necessary to provide the Services and comply with our obligations.

22. Data Protection

- 22.1 Privacy Notice.** We process personal data about your directors, officers, beneficial owners, Authorised Users, employees and other individuals connected with you in accordance with our Privacy Notice and Applicable Law, including the personal data protection legislation of El Salvador. The Privacy Notice explains what data we collect, why we collect it, the legal bases on which we rely, with whom we share it, how long we keep it and the rights available to individuals.
- 22.2 Your responsibility.** Before providing us with personal data about any individual, you must ensure that you have a lawful basis to do so and that the individual has been informed of the processing described in our Privacy Notice.
- 22.3 International transfers.** Our service providers and Payment Partners may be located outside El Salvador. Where we transfer personal data internationally, we will implement the safeguards required by Applicable Law.
- 22.4 Retention.** We retain personal data and records for as long as necessary to provide the Services and to comply with our legal obligations, including record-keeping obligations under anti-money laundering legislation, which may require us to retain data for many years after the closure of your Account.

23. Communications and Notices

- 23.1 Electronic communications.** You agree that we may communicate with you electronically, including through notices in your Account, by email to the address registered for your Account Administrator, and by publication on the Website. Notices delivered through your Account or by email are deemed received on the Business Day after they are sent. A general publication on the Website does not replace an individual notice where one is required by these Terms or Applicable Law.
- 23.2 Notices to us.** Notices to us must be sent through the authenticated support channel in your Account or by email to support@mb-30.com, unless these Terms specify another channel.
- 23.3 Keeping your details up to date.** You must keep the contact details of your Account Administrator and Authorised Users up to date. We are not responsible for any loss arising from your failure to receive a notice sent to the contact details you have provided.
- 23.4 Language.** All communications between us will be in English.
- 23.5 Fraudulent communications.** We will communicate with you only through the official channels listed on the Website. You must check that any communication purporting to come from us is genuine before acting on it, and report suspected phishing or impersonation to us immediately.

24. Complaints

- 24.1 How to complain.** If you are not satisfied with any aspect of the Services, you may submit a complaint through the authenticated support channel in your Account or by email to complaints@mb-30.com. Please include your Account details, a description of the issue, relevant dates, references and amounts, and any supporting documents.
- 24.2 Handling.** We will acknowledge your complaint within one (1) Business Day of receipt and provide you with a reference number. We will investigate the complaint fairly and provide a written response within ten (10) Business Days. If we need more time because of the complexity of the matter or the involvement of third parties, we will tell you why and when you can expect a response, which will in any case be no later than twenty (20) Business Days after receipt.
- 24.3 Internal review.** If you are not satisfied with our response, you may ask for the complaint to be reviewed by a member of our management who was not involved in the original decision. We will provide the outcome of the review within ten (10) Business Days.
- 24.4 Other remedies.** Our complaints procedure does not affect your right to pursue the dispute resolution procedure in Section 31 or to contact any competent Governmental Authority.

25. Your Representations and Warranties

- 25.1** You represent and warrant to us, on the date you accept these Terms and on each date on which you use the Services, that:
- (a) you are duly incorporated or organised, validly existing and in good standing under the laws of your jurisdiction, and you have full power and authority to enter into and perform the Agreement;
 - (b) the Agreement constitutes legal, valid and binding obligations on you, and its performance does not breach your constitutional documents, any agreement binding on you or Applicable Law;
 - (c) all information you have provided to us is true, accurate, complete and not misleading;
 - (d) you are acting as principal and on your own behalf, and not on behalf of any undisclosed third party;
 - (e) the Client Assets and Client Funds you deposit are owned by you, are free of any security interest or third-party claim that has not been disclosed to us, and are not derived from any illegal activity;

- (f) you hold all licences, registrations and authorisations required for your business and for your use of the Services, and your use of the Services is permitted under the laws of every jurisdiction in which you operate;
- (g) neither you nor any of your beneficial owners, controllers, directors, officers or Authorised Users is the subject or target of Sanctions or located, organised or resident in a Restricted Jurisdiction; and
- (h) you have the knowledge and experience necessary to understand the risks of Digital Assets and the Services, and you have read and understood the Risk Disclosure in Schedule 2.

26. Our Liability

26.1 Standard of care. We will provide the Services with the reasonable care and skill expected of a professional provider of similar services, and in accordance with Applicable Law.

26.2 Return of Client Assets and Client Funds. Nothing in this Section 26 limits our obligation to return to you, in accordance with the Agreement and Applicable Law, the Client Assets that we hold for you and the Client Funds that are held for you, or limits any liability that cannot be limited or excluded under Applicable Law.

26.3 Exclusions. To the fullest extent permitted by Applicable Law, we will not be liable for any loss or damage arising from:

- (a) market movements, price volatility or the value of any Digital Asset or currency, including any loss of opportunity to buy or sell at a particular price;
- (b) the operation, malfunction, congestion, Fork, attack on or change to any Network, or the actions of the issuer of any Digital Asset, including the freezing of tokens;
- (c) any act or omission of a Payment Partner, intermediary or correspondent bank, payment system, Liquidity Provider or other third party that we have selected and monitored with reasonable care, except to the extent that we are able to recover compensation from that third party;
- (d) your failure to comply with the Agreement, including your failure to keep your credentials secure, to provide accurate address or payment details, or to check your records;
- (e) any Order given through your Account before you notified us of a compromise of credentials in accordance with Section 6.5;
- (f) any delay, refusal, hold, freeze or suspension that we carry out in good faith in order to comply with Applicable Law, Sanctions, our compliance policies or the instructions of a Governmental Authority, or in accordance with Section 16;
- (g) any unavailability of the Platform or the Services that results from scheduled maintenance or from circumstances described in Section 28; or
- (h) the transfer of Digital Assets to an incorrect address or Network, or a payment to an incorrect account, where the instruction was given by you.

26.4 Indirect losses. To the fullest extent permitted by Applicable Law, neither party will be liable to the other for any loss of profits, revenue, business, goodwill or anticipated savings, or for any indirect, consequential, special or punitive loss or damage, however arising, even if advised of its possibility.

26.5 Limitation of liability. Subject to Sections 26.2 and 26.6, and to the fullest extent permitted by Applicable Law, our total aggregate liability to you arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, in any period of twelve (12) months is limited to the total fees paid by you to us in the twelve (12) months immediately preceding the event giving rise to the claim.

- 26.6 No limitation for fraud.** Nothing in the Agreement limits or excludes either party's liability for fraud, wilful misconduct or gross negligence, or any other liability that cannot be limited or excluded under Applicable Law.
- 26.7 Mitigation.** Each party must take reasonable steps to mitigate any loss for which it seeks to hold the other party liable.
- 26.8 Time limit for claims.** You must bring any claim against us within one (1) year after you became aware, or should reasonably have become aware, of the facts giving rise to the claim, unless Applicable Law requires a longer period.

27. Indemnity

- 27.1** You will indemnify and hold harmless the Company, its directors, officers, employees and agents against all losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:
- (a) your breach of the Agreement or of Applicable Law;
 - (b) any inaccuracy in the information or representations you have given us;
 - (c) your use of the Services on behalf of, or for the benefit of, any third party, including your own customers;
 - (d) any claim by a third party relating to Digital Assets or Fiat Currency deposited by you or sent by you; or
 - (e) any fraudulent or unlawful act of you or your Authorised Users,
- except to the extent that the loss is caused by our fraud, wilful misconduct or gross negligence.

28. Force Majeure

- 28.1** Neither party will be liable for any failure or delay in performing its obligations under the Agreement to the extent caused by events beyond its reasonable control, including natural disasters, epidemics, war, terrorism, civil unrest, labour disputes, failure of public utilities or telecommunications, failure, attack on or Fork of any Network, cyberattacks that could not reasonably have been prevented, failure or insolvency of a Payment Partner, bank, payment system or custody infrastructure provider, extreme market volatility, or changes in Applicable Law or acts of a Governmental Authority.
- 28.2** The affected party must notify the other party promptly, take reasonable steps to mitigate the effects and resume performance as soon as reasonably practicable. This Section does not relieve you of the obligation to pay amounts due to us, or relieve us of our obligation to safeguard and return Client Assets and Client Funds once the event has ended.

29. Changes to These Terms

- 29.1 Changes on notice.** We may change these Terms by giving you at least thirty (30) days' notice through your Account or by email. The notice will summarise the changes and state the date on which they take effect.
- 29.2 Immediate changes.** We may make changes with immediate effect, or on shorter notice, where the change is required by Applicable Law, a Governmental Authority or a Payment Partner, is necessary to address a security risk, or is in your favour, or where we add a new Service or Supported Digital Asset that does not affect your existing rights.
- 29.3 Your options.** If you do not agree with a change, you may close your Account before the change takes effect without paying any closure fee. If you continue to use the Services after the change takes

effect, you will be deemed to have accepted it. Where Applicable Law requires express acceptance, we will ask you to accept the change through the Platform.

- 29.4 Version history.** The version number and date of these Terms are shown at the top of this document. Previous versions are available on request.

30. Assignment and Subcontracting

- 30.1** You may not assign, transfer or encumber any of your rights or obligations under the Agreement, or any Client Assets or Client Funds, without our prior written consent.
- 30.2** We may assign or transfer our rights and obligations under the Agreement to an affiliate or to a successor in connection with a merger, acquisition, reorganisation or transfer of all or part of our business, subject to Applicable Law and any required approvals, by giving you at least thirty (30) days' notice. If you do not agree to the transfer, you may close your Account before it takes effect.
- 30.3** We may subcontract any part of the Services to third parties, including technology, custody infrastructure, identity verification, blockchain analytics, cloud hosting and Payment Partners. We remain responsible to you for the Services we have agreed to provide under these Terms, subject to Section 26.

31. Governing Law and Dispute Resolution

- 31.1 Governing law.** The Agreement and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, are governed by the laws of the Republic of El Salvador.
- 31.2 Amicable resolution.** The parties will first attempt to resolve any dispute through the complaints procedure in Section 24 and, if the dispute is not resolved, through good-faith negotiations between senior representatives for a period of thirty (30) days from a written request by either party.
- 31.3 Jurisdiction.** Any dispute that is not resolved under Section 31.2 will be submitted to the exclusive jurisdiction of the competent courts of San Salvador, Republic of El Salvador, and each party irrevocably submits to the jurisdiction of those courts. The parties acknowledge that proceedings before those courts are conducted in Spanish and that a certified Spanish translation of the Agreement may be required for that purpose; Section 1.6 continues to apply to the interpretation of the Agreement.
- 31.4 Interim relief.** Nothing in this Section prevents either party from seeking urgent interim or injunctive relief from any competent court, including to prevent the dissipation of assets.
- 31.5 Governmental Authorities.** Nothing in this Section prevents us from complying with an order of a Governmental Authority or from reporting matters to a Governmental Authority.

32. General

- 32.1 Entire agreement.** The Agreement constitutes the entire agreement between you and us in relation to its subject matter and supersedes all prior agreements, representations and understandings, except as expressly stated.
- 32.2 Severability.** If any provision of the Agreement is found to be invalid, illegal or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.
- 32.3 No waiver.** A failure or delay by either party in exercising any right or remedy does not constitute a waiver of that right or remedy.
- 32.4 Third-party rights.** No person other than you and us has any right to enforce any provision of the Agreement, except as expressly provided in Section 27.

- 32.5 Independent parties.** You and we are independent contracting parties.
- 32.6 Cumulative rights.** Our rights and remedies under the Agreement are cumulative and in addition to any rights and remedies provided by law.
- 32.7 Set-off.** We may set off any amount you owe us against any amount we owe you, subject to Applicable Law and to our obligations in respect of Client Assets and Client Funds.
- 32.8 Survival.** Any provision that by its nature is intended to survive termination of the Agreement will survive.

Schedule 1. Restricted Jurisdictions

- S1.1 What is a Restricted Jurisdiction.** A "Restricted Jurisdiction" is any country, territory or region:
- (a) that is subject to comprehensive or territorial Sanctions, or whose government is the subject or target of Sanctions;
 - (b) that is identified by the Financial Action Task Force (FATF) as a high-risk jurisdiction subject to a call for action;
 - (c) in which the provision of the Services, or of any particular Service, by us or by a Payment Partner is prohibited or requires a licence, registration or authorisation that we or the Payment Partner do not hold; or
 - (d) that we have otherwise designated as restricted in accordance with our risk assessment.
- S1.2 Published list.** We publish the current list of Restricted Jurisdictions on the Website and in the Platform. We update the list as Sanctions, FATF statements, Applicable Law and our risk assessment change, and changes take effect immediately on publication. A jurisdiction may be restricted for some Services and not for others.
- S1.3 Increased-risk jurisdictions.** Clients connected with jurisdictions identified by the FATF as subject to increased monitoring, or that we consider to present a higher risk, may be accepted only after enhanced due diligence, and may be subject to additional restrictions and lower limits.
- S1.4 Geographic controls.** We use information about your incorporation, operating locations, beneficial owners, IP addresses and devices to apply these restrictions. Access to the Platform from a Restricted Jurisdiction, including through a VPN or proxy, is prohibited and may result in the suspension of your Account.
- S1.5 If a jurisdiction becomes restricted.** If a jurisdiction connected with you becomes a Restricted Jurisdiction, we may restrict or terminate your Account. Where Sanctions do not prohibit it, we will allow you to withdraw your Client Assets and Client Funds to an account or address in your name that is permitted under Applicable Law. Where Sanctions apply, we will freeze the relevant Client Assets and Client Funds and act in accordance with Applicable Law and the instructions of the competent Governmental Authorities.

Schedule 2. Risk Disclosure

- S2.1 General.** This Risk Disclosure does not describe every risk associated with Digital Assets or the Services. You should use the Services only if you understand the risks involved and can bear the loss of the entire value of the Client Assets you hold or trade. You should consider obtaining independent professional advice.
- S2.2 Volatility and loss of value.** The prices of Digital Assets can be extremely volatile and can change significantly within very short periods, including outside normal business hours. The value of a Digital Asset may fall to zero. Past performance is not a guide to future performance.
- S2.3 Liquidity.** Markets for Digital Assets may be illiquid or may become illiquid suddenly. We may be unable to provide a Quote, or may only be able to provide a Quote at a price significantly different from prices shown elsewhere.
- S2.4 Irreversibility.** Transfers of Digital Assets on a Network are generally irreversible. A transfer sent to an incorrect address or on an incorrect Network may be permanently lost.
- S2.5 Technology and Network risk.** Networks may be affected by software defects, congestion, high fees, Forks, attacks (including "51%" attacks), changes in protocol rules or the failure of validators or miners. Such events may delay or prevent transfers, alter the characteristics of a Digital Asset or cause its loss.

- S2.6 Cybersecurity risk.** Despite our security measures, the Platform, our custody infrastructure, our service providers and your own systems may be subject to hacking, phishing, malware, social engineering or other attacks that may result in the loss of Client Assets or Client Funds.
- S2.7 Custody and insolvency risk.** Client Assets are held by us in omnibus wallets using third-party technology. If we, a sub-custodian or a technology provider become insolvent or suffer a security incident, you may experience delays in accessing Client Assets or may not recover them in full. The legal treatment of Digital Assets in insolvency is uncertain in many jurisdictions.
- S2.8 Payment Partner risk.** Client Funds are held by or on behalf of Payment Partners. The failure, insolvency, suspension or loss of authorisation of a Payment Partner, a correspondent bank or a payment system may delay or prevent access to Client Funds or the execution of payments. Client Funds are not covered by deposit insurance unless the Payment Partner expressly states otherwise.
- S2.9 Third-party and issuer risk.** Certain Digital Assets, including stablecoins, depend on their issuer. An issuer may freeze addresses, suspend redemptions, fail to maintain reserves or lose its peg to the reference asset. A stablecoin is not legal tender and not a bank deposit, and neither we nor the issuer guarantee its value or redemption unless expressly stated by the issuer.
- S2.10 Regulatory risk.** The regulation of Digital Assets and related services is evolving. Changes in law, regulation or regulatory policy in El Salvador or elsewhere may restrict or prohibit the Services or particular Digital Assets, affect their value, or require us to change, suspend or cease the Services.
- S2.11 Counterparty risk.** We act as your counterparty in Transactions and may rely on Liquidity Providers. The failure of a Liquidity Provider may affect our ability to provide Quotes or settle Transactions.
- S2.12 Operational risk.** Services may be interrupted by system failures, maintenance, errors, failures of third-party providers or events beyond our control.
- S2.13 Compliance holds.** Deposits, withdrawals, Transactions and payments may be delayed, held or refused as a result of our legal and compliance obligations, including Sanctions screening, blockchain analytics and Travel Rule checks.
- S2.14 Tax risk.** The tax treatment of Digital Assets is uncertain and differs between jurisdictions. You are responsible for your own tax obligations.
- S2.15 No protection schemes.** Digital Assets and Client Funds are not protected by any investor compensation scheme or deposit insurance scheme, unless expressly stated otherwise in writing by the relevant Payment Partner.

Schedule 3. Prohibited Businesses and Activities

- S3.1** We will not open or maintain Accounts for, or process Transactions or payments connected with, the following businesses or activities:
- (a) any person or activity that is the subject or target of Sanctions, or that involves a Restricted Jurisdiction;
 - (b) shell banks, and financial institutions that provide services to shell banks;
 - (c) unlicensed money services businesses, payment service providers, banks, exchanges, virtual asset service providers or other providers of regulated financial services;
 - (d) Digital Asset mixers, tumblers, privacy-enhancing services designed to obscure the origin of funds, and darknet markets;
 - (e) unlicensed gambling, betting or gaming businesses;
 - (f) the manufacture or trade of weapons, ammunition, military equipment or dual-use goods without all required licences, and any activity related to weapons of mass destruction;

- (g) illegal drugs, controlled substances and drug paraphernalia, and any other goods or services that are illegal in the relevant jurisdiction;
- (h) pyramid schemes, Ponzi schemes, multi-level marketing schemes and investment schemes that promise guaranteed returns;
- (i) the unlicensed sale of securities or investment products, and unregistered initial coin offerings or token sales;
- (j) human trafficking, forced labour, child exploitation and any content or activity involving the sexual exploitation of minors;
- (k) counterfeit goods, and goods or services that infringe intellectual property rights;
- (l) businesses that rely on anonymous or bearer-share ownership structures, or that refuse to disclose their beneficial owners;
- (m) political organisations and campaigns, unless approved by us following enhanced due diligence; and
- (n) any other business or activity that we determine, at our discretion, to be outside our risk appetite.

S3.2 We may also designate certain businesses as restricted. Restricted businesses, which may include regulated money services businesses, payment institutions, virtual asset service providers, precious metals and stones dealers, charities and non-profit organisations, may be accepted only after enhanced due diligence and our prior written approval.

Schedule 4. Fees

S4.1 Fee Schedule. The fees that apply to your Account are set out in the Fee Schedule published on the Website or in your Account, or agreed with you in writing. The total cost of each Transaction, withdrawal or payment is shown to you before you confirm it.

S4.2 Types of fees. Depending on the Services you use, the following types of fees and charges may apply:

- (a) **Trading fee:** a percentage of the notional value of each Transaction;
- (b) **Spread:** the difference between the price at which we offer to buy or sell a Digital Asset and the reference market price, which is included in the price shown in each Quote;
- (c) **Digital Asset withdrawal fee:** a fixed or variable fee for each withdrawal, in addition to the Network Fee;
- (d) **Network Fee:** the fee payable to the Network to process a withdrawal, passed through to you;
- (e) **Payment fees:** fees for incoming and outgoing Fiat Currency payments, which may vary by currency, payment rail and destination;
- (f) **Currency conversion fee:** a margin or fee applied to conversions between Fiat Currencies;
- (g) **Custody fee:** a periodic fee calculated on the value of Client Assets held, where specified in the Fee Schedule or agreed with you;
- (h) **Account fees:** onboarding, account maintenance or dormant account fees, where specified in the Fee Schedule;
- (i) **Investigation and recovery fees:** fees for payment recalls, investigations, the recovery of incorrectly sent Digital Assets and the handling of returned payments; and
- (j) **Third-party charges:** charges imposed by Payment Partners, intermediary and correspondent banks and other third parties.

S4.3 No hidden fees. We will not charge any fee that is not set out in the Fee Schedule, shown in a Quote or confirmation, or agreed with you in writing.

Approved by: Wisnu Sabda Bayhaqi

title: Director

Approval date: 15.10.2026

Effective date: 15.10.2026