



HIGH YIELD CORPORATE BOND EARN PRODUCT RULES

1. INTRODUCTION

- 1.1 The Rules govern the operation of the High Yield Corporate Bond Earn Product (“HYCB Earn Product”) offered by the Company through the IXS Platform and applies to all Users who wish to participate in the HYCB Earn Product. Users shall also be bound by the [Terms and Conditions of Use](#) and [Privacy Policy](#) which are incorporated into the Rules by reference.
- 1.2 In the event of any conflict or inconsistency between the Rules and the Terms of Use, the order of precedence in which the documents are to be read is first the Rules, and then the Terms of Use.
- 1.3 By participating in the HYCB Earn Product, each User confirms that they have read, understood, and accepted all the terms and conditions outlined in the Rules. The Users agree to be bound by and comply with the Rules. If any User does not fully understand or accept the Rules in entirety, they should refrain from participating in the HYCB Earn Product.
- 1.4 The Rules represent a binding legal agreement between each User and the Company and also between each User and IXS.

2. DEFINITIONS

Capitalized Terms not defined here shall have the meaning as given in the Terms of Use. The following terms shall have the meaning as specified in the table below:

| Term | Meaning |
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| Advance Cut-Off Time | is the cut off time for the Loan to be considered the same day and it is set at 6pm SGT on a Business Day. |
| Advance Processing Period | is 0 Business Days. |
| Applicable Law and Regulations | any legislation or other requirements having force of law, any order, writ, injunction or decree of any court, administrative agency or governmental body, and any regulatory requirements issued by any administrative agency or governmental body, including any subsidiary instruments, rules, notices, directions and guidelines issued thereunder. |

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| Business Day | any day of the week other than a Saturday or Sunday on which commercial banks are open for business both in Singapore and the United Kingdom. |
| Company | Earn Delta LLC, a series of OtoCo RMI LLC, incorporated in The Republic of the Marshall Islands whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960, The Republic of the Marshall Islands |
| Company Fees | comprises of platform fee and service fee, where both platform fees and service fee is currently fixed as 'NIL' during the promotional period of four (4) months from the product launch date and may be revised as per Clause 8.1. |
| Claim Request | as given in clause 6.5. |
| Collateral | any asset or property securing the obligations of Loan Operator to Company which may include but is not limited to units of BlackRock iShares 0-5 Year High Yield Corporate Bond ETF , Digital Assets and/or US dollars. |
| Collateral Rate | means, in relation to any Loan, a rate of return calculated by applying the sum of an income nature received by the Company in respect of the Collateral (including any amount of net profit realised through the sale or redemption of the Collateral) with respect to that Loan and any increases to the market value of the Collateral (and deducting any decrease to the market value of the Collateral, such that the Collateral Rate may be negative) (determined by reference to Bloomberg). |
| Deposit Request | as given in clause 5.2. |
| Digital Asset(s) | assets represented in digital form including Supported Digital Assets agreed to by the Company. |
| Disruption Event | as given in clause 11. |
| Digital Wallet | whitelisted digital wallets of Users which are accepted by IXS. |
| Earn Products Interface | a section of the IXS Platform for accessing the HYCB Earn Product and/or other earn products. |
| Equivalent Digital Assets | in relation to any Loaned Assets means Digital Assets or other property, of identical validation protocol rules, type, nominal value, description and / or amount to particular Loaned Assets so provided. If any new or different Digital Asset is exchanged for any Loaned Asset by migration |

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| | or otherwise pursuant to the relevant Digital Asset Transaction Ledger's validation protocol rules applicable to all holders of such Digital Asset, and such a migration or other exchange is recognised by the Company in its sole discretion, such new or different Digital Asset will, effective upon such exchange, be deemed to become a Loaned Asset in substitution for the former Loaned Asset for which such exchange is made in relation to any Loaned Assets. |
| Exchange Rate | A specified rate displayed on the Earn Product Interface or otherwise communicated to Users at which Vault Tokens are exchanged for the Supported Digital Asset during deposits and withdrawals. |
| HYCB Earn Product | a product offered by the Company which allows Users to lend their Supported Digital Assets to Company either through the Earn Products Interface or by making Instructions for the purposes of earning Loan Fee. |
| Instructions | Users instructions relating to Deposit Request, Withdrawal Request, Claim Request or any other communication, or order given in connection with these Rules through a Recognised Communication Channel, before the Advance Cut Off Time. |
| IXS | AMM (Bahamas) Ltd, a company incorporated in the Commonwealth of The Bahamas and having its registered office at Aristo House, Sandford Drive, Nassau, the Commonwealth of The Bahamas. |
| IXS Platform | The online platform through which IXS provides certain services and which is accessible through the Website. |
| Loaned Assets | Supported Digital Assets which are subject of an outstanding Loan (reduced for the avoidance of doubt, by the amount by which the Loan has been increased by any additional advances and/or reduced by any withdrawals). |
| Loan Commencement Date | with respect to a Loan or part of a Loan, the Business Day falling immediately following the end of the Advance Processing Period. |
| Loan | each transaction by which a User will transfer to the Company Supported Digital Assets for the HYCB Earn Product with a promise by Company to transfer to such User, Loan Fee and/or Supported Digital Assets and/or any Equivalent Digital Assets at the request of the User subject to the terms and conditions of the Rules. |
| Loan Fee | the fee calculated daily by applying a Loan Fee Rate to the Outstanding Principal Amount of Loan on each day on which the Loan is outstanding starting on and including the Loan Commencement Date and ending on |

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| | and including the last day prior to the start of the Withdrawal Processing Period. |
| Loan Fee Rate | the Collateral Rate less the Company Fees. |
| Loan Operator | OpenTrade SPC, an exempted segregated portfolio company incorporated under the laws of Cayman Islands having its registered office at Leeward Management Limited, PO Box 144, 3119 9 Forum Lane, Camana Bay, George Town, Grand Cayman, KY1-9006, Cayman Islands, on behalf and for the account of its segregated portfolio, OPENTRADE SPC, TREASURY MANAGEMENT SEGREGATED PORTFOLIO 1. |
| Minimum Amount | USDC 1. |
| Minimum Withdrawal Fees | is equal to zero. |
| Non-Vault Token Holders | as given in clause 5.11. |
| Outstanding Principal Amount | <p>with respect to a Loan, means an amount in USD equal to the sum of:</p> <ul style="list-style-type: none"> (a) the amount of any Loaned Assets (converted to USD) deposited by the User; plus (b) any Loan Fee which has accrued on the Loan; less (c) the amount of any Loaned Assets (converted to USD) withdrawn by the User. |
| Privacy Policy | IXS Privacy Policy found on the Website. |
| Recognised Communication Channel | in relation to a User, this refers to the communication channel recognised for the purpose of receiving and transmitting Instructions to and from the User, IXS and/or the Company, as agreed in writing with the User (and which the User, IXS and/or the Company may amend, modify in writing from time to time) |

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| Rules | these High Yield Corporate Bond Earn Product Rules. |
| Smart Contract | a computer code that automatically executes all or parts of an agreement. |
| Supported Digital Assets | USDC on Avalanche. |
| Terms of Use | IXS Terms and Conditions of Use published on the Website. |
| User | any user of the Website who has an Account. |
| Vault Token Holders | as given in clause 5.10 |
| Vault Token | is a token issued/redeemed for any deposit/withdrawal of Supported Digital Asset. |
| Withdrawal Cut-Off Time | is set at 6:00PM SGT on a Business Day. |
| Withdrawal Processing Period | is the time required to process a Withdrawal Request and this period is currently set as three (3) Business Days after the Withdrawal Request. |
| Withdrawal Request | as given in clause 6. |
| Website | https://www.ixs.finance/ |

3. RULE CHANGES

- 3.1 Subject to any requirements of Applicable Law and Regulations, Company and/or IXS may from time to time make changes to the Rules by giving Users 30 Business Days' notice prior to the change taking effect, through the Website, email, Recognised Communication Channel or such other method that Company and/or IXS chooses in its sole and absolute discretion, provided however that Company and/or IXS may be required to provide shorter notice where reasonably appropriate in light of the nature of the change.

- 3.2 By continuing to use or access the HYCB Earn Product either through the Website or through the Recognised Communication Channel following the posting and/or being notified of a change, a User signifies the User's unconditional acceptance of such change.

4. USER PARTICIPATION IN HYCB EARN PRODUCT

- 4.1 To participate in the HYCB Earn Product, a User must first complete the onboarding with IXS. Participation is subject to approval by IXS, which may grant or deny participation at its sole discretion.;
- 4.2 To participate in the HYCB Earn Product, a User hereby agrees, accepts and consents:
- (a) to be bound by the Rules;
 - (b) to grant Company the authority, subject to the Rules, to facilitate the lending and/or transfer of such Users Supported Digital Assets to the Loan Operator for the purposes of earning Loan Fee;
 - (c) to the Company acting as Principal in its dealing with Loan Operator and Users;
 - (d) to have a Digital Wallet;
 - (e) to have the Minimum Amount of Supported Digital Assets in their Digital Wallet;
 - (f) to allow Company to deduct any Company Fees charged to the User in consideration for allowing such User to participate in the HYCB Earn Product;
 - (g) that the daily Loan Fee or any Loan Fee earned by such User with respect to their participation in the HYCB Earn Product will not be shown on the Earn Products Interface or otherwise.

5. LOAN PROCESS

- 5.1 IXS offers Users the flexibility to participate in the HYCB Earn Product either through the Earn Products Interface or by submitting Instructions through a Recognised Communication Channel.
- 5.2 Users looking to lend Supported Digital Assets for HYCB Earn Product to receive Loan Fees will be required to designate a Minimum Amount of Supported Digital Assets for lending by clicking "Deposit" on the Earn Products Interface or making a deposit Instruction through the Recognised Communication Channel (each a "**Deposit Request**").
- 5.3 Any Supported Digital Assets designated as such will be treated as Loaned Assets ("**Loaned Assets**") and will be lent to Company by the User for onward lending to Loan Operator for the purposes of earning Loan Fee ("**Loan**").

- 5.4 The Loans will have to be made before the Advance Cut-Off Time to be considered the same day. Any Loans made after the Advance Cut-Off Time will be considered to have been made the next Business Day.
- 5.5 Loans made on Non-Business Days will be considered to have been made on the next Business Day.
- 5.6 Company will use these Loaned Assets and further lend them to the Loan Operator in order to pay the Loan Fee to the User in either the Supported Digital Asset and/or any Equivalent Digital Asset.
- 5.7 The Loan Fees paid to Users are directly dependent on the returns, if any, received by the Company from the Loan Operator. Accordingly, any failure, default, delay or loss arising from the Loan Operator shall be borne by the Users in proportion to their participation in the HYCB Earn Product.
- 5.8 Upon the creation of a Loan, Users will be able to view their Vault Token holdings either through the Earn Products Interface or in their designated Digital Wallets. The Vault Token Holdings for a User is calculated based on the following formula:

Vault Token Holdings = Value of Supported Digital Assets / Prevailing Exchange Rate.

- 5.9 Any or all Vault Tokens will be held either in the Smart Contract or in a designated Digital Wallet and Company may at its discretion transfer the Vault Tokens to the Vault Token Holders.
- 5.10 A Vault token Holder may be required to whitelist its Digital Wallet with the Loan Operator in order to receive Vault Tokens. Where Vault Tokens are transferred to a User's whitelisted Digital Wallet ("**Vault Token Holders**"), such Users are advised not to transfer or trade their Vault Tokens. A Withdrawal Request or Claim Request from Vault Token Holders will only be accepted and processed by the Company once the requisite amount of Vault Tokens to process such Withdrawal Request or Claim Request have been successfully transferred back to the Company. In case of any loss of the Vault Tokens by the Vault Token Holders, the Company may not be able to process the withdrawal requests.
- 5.11 For certain Users, the Vault Tokens will not be transferred to their whitelisted Digital Wallets ("**Non-Vault Token Holders**") and such Non-Vault Token Holders should note that Vault Tokens are used solely as accounting tokens for the purposes of the HYCB Earn Product.
- 5.12 Users must note that Vault Tokens and the Supported Digital Asset are exchanged during deposits and withdrawals at a defined Exchange Rate.

6. WITHDRAWAL AND CLAIM PROCESS

- 6.1 Users may withdraw their Loaned Assets and/or the Loan Fee at any time either in whole or in part by clicking on "Withdrawal" on the Earn Products Interface or making a withdrawal Instruction through the Recognised Communication Channel (each a "**Withdrawal Request**").
- 6.2 Upon making any Withdrawal Request, the corresponding Vault Tokens are burnt and the User shall receive the Supported Digital Asset according to the formula below:

Number of Supported Digital Asset and/or equivalent Digital Asset received= Vault Token withdrawn X prevailing Exchange Rate.

- 6.3 A Withdrawal Request is processed after the completion of Withdrawal Processing Period.
- 6.4 Company may charge a Minimum Withdrawal Fee when a User makes a Withdrawal Request. This Minimum Withdrawal Fee will be deducted from the Loan Fee and is intended to protect Company against the cost of funding the Loan Fee where the User deposits Loaned Assets to Company for only short periods of time.
- 6.5 After the Withdrawal Processing Time has lapsed, a User can claim all or part of the Loan Fee and/or the Loaned Asset specified in his/her/its Withdrawal Request (into their whitelisted Digital Wallets) less any applicable Company Fees by clicking on “Claim” on the Earn Products Interface or making a claim Instruction through the Recognised Communication Channel (each a **“Claim Request”**).
- 6.6 Any Claim Request by a User will be processed within one (1) Business Day.
- 6.7 Loaned Assets and/or Loan Fees earned from the HYCB Earn Product can be claimed by a User only into a Digital Wallet.
- 6.8 Any Withdrawal Requests made before Withdrawal Cut-Off Time will be considered the same day.
- 6.9 Withdrawal Requests made after the Withdrawal Cut-Off Time will be considered to have been made the next Business Day.
- 6.10 Withdrawal Requests made on Non-Business Days will be considered to have been made on the next Business Day.
- 6.11 The Withdrawal amount may be less than the corresponding amount of the Loaned Assets advanced by the User and the Company and IXS do not provide any reassurance, commitment or guarantee as to the amount of Withdrawal amount.

7. COLLATERAL RATE AND LOAN FEES

- 7.1 Loans made through the HYCB Earn Product are not fixed term loans. Loans are open term and will continue earning Loan Fees until the last day prior to the start of the Withdrawal Processing Period
- 7.2 The estimated Collateral Rate for the HYCB Earn Product will be provided through the Earn Products Interface or through the Recognised Communication Channel for the Users review and approval before making a new Loan.
- 7.3 The estimated Collateral Rate may be variable and subject to change. As a result, the Loan Fees may increase or decrease from time to time, leading to a higher or lower rate of return on the Loaned Assets. The Users are advised to check the Collateral Rate whenever making a Loan.
- 7.4 Any gas fees incurred during the whitelisting of Digital Wallets, as well as for deposits, withdrawals, and/or claiming all or part of the Loan Fee and/or Loaned Assets, shall be paid by the User.

8. COMPANY FEES

- 8.1 Company Fees may be changed from time to time by the Company upon notice to the Users by email, and/or through the Website, and/or through the Earn Products Interface and/or through the Recognised Communication Channel. By continuing to participate in the HYCB Earn Product following such change, Users acknowledge and agree to such updated Company Fees.

9. Promotional Fee Waiver

- (a) The Company shall not charge any Company Fees in connection with the User's participation in the HYCB Earn Product as part of a limited-time promotional fee waiver (**the "Fee Waiver"**).
- (b) This Fee Waiver is not a contractual entitlement, but a discretionary promotional arrangement offered by the Company and may be revised, suspended, or withdrawn at any time, at Company's sole discretion, with reasonable prior notice.
- (c) Company reserves the right to:
 - (i) commence charging Company Fees in the future, either in whole or in part;
 - (ii) apply differentiated fees based on individual participation levels, including the right to impose fees on Users whose deposits exceed a threshold amount, currently set at USD 1,000,000 (or its equivalent in Supported Digital Assets);
 - (iii) adjust the structure, eligibility criteria, or duration of the Fee Waiver from time to time without requiring additional consent from Users.
 - (iv) the Users acknowledge that participation in the HYCB Earn Product is not conditional upon the Fee Waiver, and standard Company Fees may apply following the expiration or modification of the promotional period. Any such changes will be communicated to Users in advance.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 Where the User is a corporate, it hereby represents, warrants and undertakes to IXS and the Company on a continuing basis with the intent that such warranties shall survive the completion of any transactions contemplated herein that:
- (a) it is duly authorised and empowered to perform its duties and obligations under the Rules;
 - (b) it is not restricted under the terms of its constitution or in any other manner from lending Supported Digital Assets in accordance with the Rules or from otherwise performing its obligations hereunder;
 - (c) it is absolutely entitled to pass full legal and beneficial ownership of all Loaned Assets provided by it hereunder to Company free from all liens, charges and encumbrances;

- (d) All transactions that such User authorizes for the HYCB Earn Product are carried out for their own account and not on behalf of any other person or entity;
- (e) it has independently determined the tax and accounting treatment of any Loan, including any Loan Fees or other monies and acknowledges that Company and IXS makes no representation or warranty regarding such matters.
- (f) it is not relying (for the purposes of making any investment decision or otherwise) directly or indirectly upon any advice, counsel or representations (whether written or oral) of, without limitation, the IXS or any affiliate of IXS (including any directors, officers or employees thereof) in making any investment decision in relation to the Loans;

10.2 Where the User is an individual, the User hereby represents, warrants and undertakes to IXS and the Company on a continuing basis with the intent that such warranties shall survive the completion of any transactions contemplated herein that:

- (a) he/she is entitled to pass full legal and beneficial ownership of all Loaned Assets provided by him/her hereunder to Company free from all liens, charges and encumbrances;
- (b) all transactions that such User authorizes through the HYCB Earn Product are carried out for the User's own account and not on behalf of any other person or entity;
- (c) he/she has independently determined the tax and accounting treatment of any Loan, including any Loan Fees or other monies and acknowledges that Company and IXS makes no representation or warranty regarding such matters.
- (d) he/she is not relying (for the purposes of making any investment decision or otherwise) directly or indirectly upon any advice, counsel or representations (whether written or oral) of, without limitation, the Company or any affiliate of Company (including any directors, officers or employees thereof) in making any investment decision in relation to the Loans;

10.3 Company hereby warrants and undertakes to the User that:

- (a) it is duly incorporated, registered as a limited company and validly existing under the laws of its country of incorporation;
- (b) it is duly authorised and empowered, to perform its duties and obligations under this Agreement;
- (c) it is not restricted under the terms of its constitution or in any other manner from borrowing Digital Assets in accordance with this Agreement or from otherwise performing its obligations hereunder;
- (d) it is acting as principal in respect of this Agreement; and

- (e) it agrees that the Loans (and any proceeds thereof) will be used solely for onward lending to the Company in order to pay the Loan Fee to the User in either the Supported Digital Asset and/or any equivalent Digital Asset.

11. DISRUPTION EVENT

11.1 If:

- (a) due to the adoption of, or any change in, any Applicable Law and Regulations after the date on which a Loan is entered into, or due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any Applicable Law and Regulations after such date, it becomes or will become unlawful to perform any absolute or contingent obligation to make a payment or transfer or to receive a payment or transfer in respect of such Loan or to comply with any other material provision of the Rules relating to such Loan; or
- (b) it becomes or will become commercially non-viable or otherwise impossible for Company to continue the HYCB Earn Product, due to any circumstances including but not limited to Company and/or the Loan Operator discontinuing its' business or becoming insolvent and/or unable to pay the Loan Fees and/or changes in tax laws in any relevant jurisdiction (collectively "**Disruption Events**"),

- 11.2 then (A) the relevant Loan or Loans should be terminated and the equivalent Loaned Assets and any unpaid Loan Fee shall be transferred to the User as if it had given a Withdrawal Request in accordance with Clause 6 above, subject to payment of Company Fees.

12. COLLATERAL

The Loan Operator has created a security interest over the Collateral for the benefit of the Company and some other parties. Users acknowledge and agree that they do not have any direct legal interest or security over such Collateral. The enforcement of any such security and application of the proceeds shall be undertaken by the Company and any recoveries distributed to Users shall be made in accordance with the Company's discretion. Company may liquidate such Collateral in a Disruption Event and other default events in order to fulfill its obligations hereunder to the Users. However, the Company does not guarantee that it will be able to liquidate such Collaterals and/or repay or return any Loan Fees and/or the Loaned assets to the Users after liquidation of such Collateral. Users should therefore exercise caution when making a Loan to Company.

13. DISCLAIMER

COMPANY IS NOT A BANK OR A DEPOSITORY INSTITUTION AND THE HYCB EARN PRODUCT DOES NOT OFFER USERS A DEPOSIT ACCOUNT, SAVINGS ACCOUNT OR ANY OTHER TYPE OF ASSET ACCOUNT AND SHOULD NOT BE TREATED OR CHARACTERIZED AS A BANKING PRODUCT OR SERVICE.

14. HYCB EARN PRODUCT RISKS

14.1 Each User must carefully consider all the risks arising out of participating in the HYCB Earn Product which are mentioned below.

- (a) Transactions in Digital Assets may carry added risk compared to lending of other types of assets because transactions in Digital Assets are in many cases irreversible. Loaned Assets may not be recoverable in the event of errors or fraudulent activity.
- (b) Loans are not insured by Company or any governmental program or institution and Company does not assume any market or investment risk of loss associated with a Users participation in the HYCB Earn Product.
- (c) The Loaned Assets may decline in value during the term of the Loan or during the withdrawal period.
- (d) Loan Fees are variable and subject to change. Loan Fees may decline over time and we cannot guarantee that you will earn any particular rate of return on your Loaned Assets.
- (e) The User is responsible for determining any or all taxes that may be payable as a result of their participation in the HYCB Earn Product. Company and IXS advise Users to consult a tax professional for any tax implications of the HYCB Earn Product or any other digital asset transactions.
- (f) The Collateral Rate and the Loan Fee Rate are purely indicative and are not determinative of the Withdrawal amount.
- (g) the Loans are not principal protected and neither Company nor IXS provides any assurance to it as to the outcome of any Loan (as such the Users may lose some or all of the principal it has provided depending on the proceeds of redemption or sale of the Collateral and may receive a lower yield than it was expecting and may receive no yield at all).
- (h) The Users do not have any oversight or control over the Loaned Assets that they lend to Company and any gain or loss from participating in the HYCB Earn Product will be borne by the Users. If the losses are large, the Company may become unable to meet its obligations to the User in terms of repayment of Loan Fee and returning the Loaned Assets. Although Company cannot remove this risk entirely, to reduce it Company does perform due diligence on the Loan Operator that we deal with. In the worst case scenario, if Company were to become unable to repay the Loan Fees and the Loaned Assets as they fall due, Company will enforce the Collateral and repay the User. However, it's not guaranteed by the Company that the User will receive the full or any amount of Loaned Assets and Loan Fees upon liquidation of such Collateral.
- (i) The regulatory framework governing Digital Assets remains unsettled and laws, regulations, or guidelines may be significantly revised and amended which may materially and adversely affect the value of Digital Assets and IXS's services, with respect to the HYCB Earn Product. Each User shall be responsible for determining whether the participation in the HYCB Earn Product is legal as per the Applicable Law and Regulations

of the jurisdiction in which they reside, and the User shall not access or participate in the HYCB Earn Product if, to the best of their knowledge, such participation is illegal in their jurisdiction. Company and IXS advises Users to seek independent advice from legal advisors if they are uncertain on the legal status of Digital Assets in their jurisdiction.

- (j) The value of Digital Assets are affected by several factors, including currency exchange rates, cyber theft of cryptocurrencies, or news of such theft from digital wallets, investment and trading activities of large investors, volatility in the market, monetary policies of governments, trade restrictions, currency devaluations and revaluations, regulatory measures, the global or regional political, economic or financial events and situations. Thus, all these factors shall affect the value of Digital Assets, which may result in the permanent partial or total loss of the value of a particular Loaned Asset. Company shall not be obliged to guarantee the liquidity or the market price of any of the Loaned Assets lent by the Users.
- (k) Loaned Assets might be lost or stolen, for example as a result of a hack.

14.2 In no event will Company and IXS be responsible or liable to any User and/or the User for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs arising out of or in connection with the HYCB Earn Product, with regards to the following:

- (a) any delay or non-execution of any transaction;
- (b) any breach by any other User of the Rules, the Terms of Use, the Privacy Policy, , any other applicable terms and/or any Applicable Law and Regulation;
- (c) a Users ability or inability to assess the risks associated with HYCB Earn Product;
- (d) acts or omissions of third parties, Users or their insolvency;
- (e) any flaw or a failure in Smart Contract, underlying blockchain protocol and/or operators of the same; and/or
- (f) loss of in value of any Loaned Assets and/or Loan Fees.

14.3 The limitation of liability in the Rules is in addition to and without prejudice to any and all other limitations of liability contained in the Terms of Use.

14.4 The indemnification provisions contained in the Terms of Use are fully stated herein.

15. TERMINATION

Company and/or IXS may terminate the HYCB Earn Product at any time by notifying the Users via email and/or through the Website and/or the Earn Products Interface and/or the Recognised Communication Channel, subject to its obligation to ensure that all Loans which have been entered into but not discharged at the time of such notification are duly discharged subject to the Rules. Upon Company's termination of the HYCB Earn Product, HYCB Earn Product shall not be available for the Users.

16. NO WAIVER

Any failure to exercise or enforce any provision contained in the Rules does not constitute a continuing waiver of the Company's right to exercise or enforce that provision at any subsequent time. A waiver of any of Company's rights under the Rules shall only be valid if in writing by Company.

17. SEVERABILITY

If any provision contained in the Rules is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other terms hereof. In such circumstances, the Rules shall continue in force as if such invalid, unlawful or unenforceable term was severed from the Rules.

18. SUB-DELEGATION

IXS may sub-delegate or sub-contract or outsource the performance of any of IXS's functions in connection with the HYCB Earn Product.

19. FORCE MAJEURE

Under no circumstances shall IXS be held liable for any delay or failure in performance of the Website and/or the HYCB Earn Product resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, internet failures, network congestions, security breaches, bugs in technology stacks, computer failures, other equipment failures, electrical failures, strikes, labour disputes, riots, civil disturbances, fires, floods, storms, explosions, acts of God, war, disease or pandemics, governmental actions or non-performance of third parties.

20. ASSIGNMENT

The Rules and any rights or obligations under the Rules:

- (a) shall be not be assigned, novated and/or transferred by any User except with IXS's prior written consent;
- (b) may be assigned, novated and/or transferred by IXS without restriction. Subject to the foregoing, the Rules will bind and inure to the successors and permitted assigns of IXS.

21. ENGLISH TRANSLATION

If the Rules are translated into a language other than English, the English text shall always prevail.

22. GOVERNING LAW

By visiting or using the Website and/or participating in the HYCB Earn Product, each User agrees that the laws of Bahamas, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern the Rules.

23. DISPUTE RESOLUTION

- 24.1 To the extent permitted by law, any and all claims and/or causes of action that any User may have against Company and/or IXS and/or any of its representatives, arising out of these Rules or otherwise, shall expire, extinguish and lapse 12 months after the User becomes aware or could reasonably have become aware of the event or incident that has led to such claims and/or causes of action.
- 24.1 Any dispute arising out of or relating to these Rules, or any breach thereof, shall be finally resolved by binding arbitration administered in accordance with the Arbitration Rules in accordance with the UNCITRAL Arbitration Rules for the time being in force, which rules are deemed to be incorporated into the Agreement by reference, in this clause. The seat and place of the arbitration shall be Nassau, the Commonwealth of The Bahamas. The tribunal shall consist of 1 arbitrator. The language of the arbitration shall be in English. The prevailing Party in the arbitration shall be reimbursed all of the costs of the arbitration by the non-prevailing Party, including filing, administration, arbitrator fees and reasonable attorney's fees.

24. NOTICE

If any User wishes to send notices to Company and/or IXS or has any questions regarding the Rules, please contact at support@ixs.io. Company and/or IXS may provide Users with notices, including notices of changes to the Rules, Terms of Use and/or the Privacy Policy, in any manner, including by electronic mail or by posting it on the Website.