

OE User Agreement

This User Agreement (this “**Agreement**”) is a contract between you (“**you**” or a “**User**”) and Treasury Bills Institutional Liquidity Limited (“**TBILL Fund**,” “**we**,” or “**us**”), being the issuer of the TBILL (as defined below) through the OpenEden TBILL Vault. This Agreement applies to your use of the platform account with TBILL Fund at the following website: www.openeden.com (your “**Platform Account**” and the “**Platform**”). The Platform Account may be accessed on the Platform and may avail the User to certain Platform functions as described herein (the “**Functions**”). The TBILL Terms which are described more fully below, apply to your TBILL digital tokens (“**TBILL**”) and your Platform Account, as applicable. From and after the date set forth above, this Agreement and its Schedules shall govern your use of any Platform Account.

For the avoidance of doubt, your access to the Functions is contingent on your maintenance of a Platform Account and access to the Platform.

By registering for a Platform Account or using any of its Functions, you agree that you have read, understood and accept all of the terms and conditions contained in this Agreement (and its Schedules) as well as the Private Placement Memorandum (Non-US Person) dated 9 March 2023, as restated on 23 October 2023 and 12 April 2024 (as may be amended from time to time) (the “**PPM**”), Subscription Agreement, TBILL Terms (as set out in **Schedule 1** herein), Acceptable Use Policy (as set out in **Schedule 2** herein), TBILL Fund Privacy Policy, Cookie Policy, KYC/AML Policy and E-Sign Consent Policy and you acknowledge and agree that you will be bound by these agreements and policies.

Notwithstanding anything to the contrary set forth in this Agreement, its Schedules or otherwise, in the event of a conflict or inconsistency between any term set forth herein and any term set forth in the User Agreement (i) in connection with any TBILL transaction, the TBILL Terms shall prevail to such extent of conflict or inconsistency, and (ii) in respect of any other Digital Token (as defined below) transaction, the terms of the User Agreement shall prevail to such extent of conflict or inconsistency.

Note that this Agreement (and its Schedules) uses the term “**Digital Token**” to refer to USDC, TBILL and/or any supported stablecoins¹. For the avoidance of doubt, where used herein, the term “**funds**” includes Digital Tokens. Unless otherwise stated or the context otherwise requires, all references to “**this Agreement**” shall include the Schedules, and this Agreement and its Schedules constitute the entire agreement between TBILL Fund and you.

1 Eligibility; Limitations; Registration Process; Identity Verification

Eligibility; Limitations

- 1.1 In registering to use the Platform Account and Functions on behalf of an entity, you represent and warrant that (i) such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation; (ii) you are duly authorised by such legal entity to act on its behalf, and (iii) such organisation (and any affiliate entity) must not have been previously suspended or removed from the Functions or any other functions or product offered by TBILL Fund or its affiliate entities.
- 1.2 Use of certain Functions may have further eligibility requirements that will need to be verified prior to you using such Functions or from time to time in order to continue your use of the Functions and may be subject to additional terms and conditions.

¹ A stablecoin can be defined as a cryptoasset that has a mechanism to maintain a stable value relative to a specified asset, or a pool or basket of assets. Stablecoins are token-based; their validity is verified based on the token itself, rather than the identity of the counterparty in the case of account-based payments.

- 1.3 By accessing or using the Platform Account and Functions, holding and use of TBILL and any use of the TBILL Functions (as defined in **Section 2 of Schedule 1 (TBILL Terms)**), you further represent and warrant that:
- (a) you are at least 18 years old and are not a Restricted Person, nor are you resident of a Restricted Territory (each as defined in **Section 3.2 of Schedule 1 (TBILL Terms)**).
 - (b) you will not be using the Platform Account and Functions for any illegal activity, including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, terrorism financing, other violent activities or any prohibited market practices, including, but not limited to, those listed under **Schedule 2 (Acceptable Use Policy)** of this Agreement.
 - (c) **BY YOUR ACQUISITION OF DIGITAL TOKENS, YOU REPRESENT THAT YOU ARE NOT A U.S. PERSON NOR ARE YOU PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND YOU ARE ACQUIRING THIS DIGITAL TOKEN IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE UNITED STATES SECURITIES ACT. YOU HEREBY AGREE FOR THAT ANY OFFER OR SALE OF THE DIGITAL TOKENS SHALL NOT BE MADE BY YOU TO A U.S. PERSON OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON WITHIN THE MEANING OF RULE 902 OF REGULATIONS.**
- 1.4 You also understand that there are additional representations and warranties made by you elsewhere in (or by reference in) this Agreement (and its Schedules) and that any misrepresentation by you is a violation of this Agreement (and its Schedules).
- 1.5 If TBILL Fund determines that you have violated this Agreement (and its Schedules), including, but not limited to, transacting with Blocked Addresses (as defined in **Section 17**) or engaging in Restricted Activities or Prohibited Activities or Prohibited Transactions, TBILL Fund will consider it to be a violation of this Agreement and may also suspend or terminate your Platform Account, which can result in the potential forfeit of any TBILL otherwise eligible for redemption.
- 1.6 Notwithstanding the foregoing, TBILL Fund may determine not to make the Functions, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements, depending on your location. We may also, without liability to you or any third party, refuse to let you register for a Platform Account in TBILL Fund's sole discretion.

Registration Process; Identity Verification

- 1.7 When registering your Platform Account, you must provide current, complete, and accurate information for all required elements on the registration page, including your full legal name and the legal name of your organisation. You also agree to provide us, when registering a Platform Account and on an ongoing basis, any additional information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime. You permit us to keep a record of such information and authorise us to make the inquiries, whether directly or through third parties, that we consider necessary or desirable to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you understand, acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.
- 1.8 You agree to provide us with your existing Digital Token Wallet blockchain address (as defined below at **Section 2.2.1**), with the Wallet pre-funded with the USDC (or any supported stablecoins) to be deposited for your use and interaction with the OpenEden T-Bills Vault ("**OE TBILL Vault**"). You understand, acknowledge and agree that your Digital Token Wallet and its USDC (or any

supported stablecoins) contents will be screened, from time to time, in compliance with know-your-customer (“**KYC**”), know-your-business (“**KYB**”), know-your-transaction (“**KYT**”) and anti-money laundering (AML) regulatory requirements pursuant to British Virgin Islands (“**BVI**”) laws and any applicable laws and regulations. The whitelisting of a Digital Token Wallet address for the OE TBILL Vault is based on the successful requisite completion of the KYC onboarding and wallet screening. Once approved, the whitelisted Wallet can participate and interact with the OE TBILL Vault, and subscribe for the TBILL.

- 1.9 In certain circumstances, we may require you to submit additional information about yourself or your business, provide personal and/or corporate records, and complete other verification steps (such process, “**Enhanced Due Diligence**”).
- 1.10 You represent and warrant that all information provided to us pursuant to this Agreement (and its Schedules) is true, accurate and not misleading in any respect. If any such information changes, it is your obligation to update such information as soon as possible.
- 1.11 From time to time we may be required to request further information or review or update existing information regarding your account or your transactions to comply with applicable laws and regulation, and in some cases, payment network. Failure to provide such information, if requested by TBILL Fund, in a timely fashion may result in the suspension of your ability to use the Functions (until you provide such information) or the closure of your Platform Account.
- 1.12 TBILL Fund may also decline to register a Platform Account where such User fails to complete the KYC onboarding and wallet screening. TBILL Fund reserves the right to request such information as is necessary to verify the identity of a User. In the event of a delay or failure by the User to produce any information required for verification purposes TBILL Fund may refuse to allow the TBILL subscription or redemption of TBILL. TBILL Fund will not be liable to the Users for any loss suffered by them as a result of the non-registration of the Platform Account.
- 1.13 In certain circumstances (addressed on a case-by-case basis), where the provision of any Function on the Platform or Platform Account is subject to the provision by you of additional information or documentation required to verify existing or new information relating to you as the User, the failure to comply with such request will permit TBILL Fund to take such action with respect to the Platform Account necessary to comply with applicable AML/KYC/KYB/KYT regulations including imposing limitations and/or restrictions on the Platform Account and Functions, and in certain cases, de-registering the Platform Account. TBILL Fund will not be liable to the Users for any loss suffered by them as a result of the de-registration of the Platform Account.
- 1.14 We reserve the right to maintain your account registration information after you terminate your Platform Account for business and regulatory compliance purposes, subject to applicable laws and regulation.

2 Platform Functions

The Platform also provides the following Functions in connection with your Platform Account:

2.1 *TBILL-Related Functions*

The Platform allows Users to subscribe for TBILL and provides TBILL-related functions (“**TBILL Functions**”), which are described more fully in the TBILL Terms (as set out in Schedule 1 herein). The TBILL Terms are incorporated herein by reference.

2.2 *Wallet Access*

- 2.2.1 The Platform provides access to your external non-custodial Digital Token wallet(s) (“**Wallet**”). Your Wallet allows you to store, track, transfer, and manage your balances of the Digital Tokens.

We do not store or hold your Wallet's private keys, which are used to process transactions. By accessing and using the Platform, you acknowledge and agree that the private keys of your wallet are generated, stored and managed by you; you have full control and access to the Digital Tokens in your Wallet and you are solely responsible for the security of your own wallet and the assets stored within it. TBILL Fund is not responsible for any loss or damage to your assets that may occur as a result of your failure to properly secure and manage your private keys and recovery phrases or seed words.

2.2.1 You own and/or control the Digital Tokens held in your connected Wallet to the Platform Account. For so long as your Digital Tokens are stored in a non-custodial Wallet accessed via the Platform, TBILL Fund does not maintain any control over the private keys associated with the blockchain Wallet addresses holding your Digital Tokens.

2.2.2 When using the Platform, you will have access to information regarding your balances, type and amount of Digital Tokens in your Wallet, individual transactions and fees.

2.3 *Digital Token Transfers*

2.3.1 When you trigger a deposit of USDC (or any supported stablecoins) through the OE TBILL Vault to TBILL Fund's designated custodial account held with its licensed custodial service provider from your connected whitelisted Wallet ("**Inbound Transfer**"), you agree that you will be solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miners' fees in order for the transaction to be successful. Failure to pay such fees may cause an Inbound Transfer to remain in a pending state outside of TBILL Fund's control and we are not responsible for delays or losses incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions. By initiating an Inbound Transfer, you attest that you are transacting in the Digital Tokens which conforms to the supported blockchains of the OE TBILL Vault. For example, if you select an Ethereum wallet address, you attest that you are initiating an Inbound Transfer of Ethereum alone. TBILL Fund incurs no obligation whatsoever with regard to any other Digital Tokens, cryptocurrencies, virtual currencies, or digital assets, sent to an incompatible Wallet. Erroneously transmitted Digital Tokens will be lost.

2.3.2 You agree, represent, and warrant that all Inbound Transfers are not the direct or indirect proceeds of any criminal or fraudulent activity.

2.3.3 In the event that any User initiates an Inbound Transfer from a non-whitelisted Wallet, such Inbound Transfer shall be held by TBILL Fund pursuant to the OE TBILL Vault's quarantine procedures and not processed for any subscription of TBILLs. Please contact TBILL Fund directly at support@openeden.com with respect to such quarantined Inbound Transfers.

2.3.4 When you send TBILL from your Wallet to a third party non-whitelisted or whitelisted Wallet ("**Outbound Transfers**" and together with Inbound Transfers, "**Digital Token Transfers**"), such transfers are executed by you in your sole discretion. TBILL Fund shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address and we do not guarantee the identity or value received by a recipient of an Outbound Transfer. You further represent and warrant that (i) prior to any Outbound Transfers, you have an obligation to inform and have indeed informed the transferee of the terms set out herein (including the Schedules), the PPM, the Subscription Agreement and (ii) you will not make any Outbound Transfer to a Wallet owned or controlled by a person that is a resident of the United States of America or who otherwise qualifies as a "U.S. person" under Rule 902 of Regulation S.

2.3.5 Digital Token Transfers cannot be reversed once they have been broadcast to the relevant blockchain, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Neither TBILL Fund nor the OE TBILL Vault

control any blockchain or Digital Token network and makes no guarantees that a Digital Token Transfer will be confirmed by a Digital Token network (e.g. Ethereum).

- 2.3.6 For the avoidance of doubt, Outbound Transfers to third party non-whitelisted Wallets are currently not enabled. Any attempted Outbound Transfers to third party non-whitelisted Wallets shall automatically be rejected by the OE TBILL Vault smart contract. Notwithstanding the foregoing, TBILL Fund reserves the right to carry out such action as necessary, including, immediately freezing any such attempted Outbound Transfers or to, where possible, unwind any completed Outbound Transfers, if it determines in its absolute discretion that (a) such transfer will result in the breach of applicable KYC/AML laws and regulations, (b) such transfer may result in TBILL Fund having to comply with any registration or filing requirement in any jurisdiction to which it would not otherwise be required to comply; (c) TBILL Fund is likely, in its reasonable opinion, to suffer a legal, regulatory, tax, pecuniary or material administrative disadvantage as a result of such transfer; or (d) it is required to do so to comply with any applicable law, regulation, guideline, directive or judgment.

2.4 *Subscribing or redeeming the TBILL from the OE TBILL Vault*

- 2.4.3 TBILL Fund has ensured that TBILL can only be subscribed and redeemed through the Platform.
- 2.4.4 When you elect to subscribe (and/or redeem) a TBILL through the Platform, any financial transactions that you engage in will be conducted solely through the Ethereum network and/or such other blockchain network as determined by TBILL Fund. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. We will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage or any other transactions that you conduct via the Ethereum network.

3 **No Custody**

TBILL Fund holds and/or processes all Digital Tokens (other than TBILL), through the OE TBILL Vault or where necessary, due to applicable laws or regulations, its appointed regulated custodial service providers. TBILL Fund is regulated in the BVI jurisdiction as a recognised professional fund under the British Virgin Islands Securities and Investment Business Act 2010. The Digital Tokens (i.e. USDC and any supported stablecoins), are held and/or processed through the OE TBILL Vault operated by TBILL Fund and serviced by OpenEden Labs Pte. Ltd. ("**OpenEden**") or where necessary, its appointed regulated custodial service providers. We are not a trust company nor do we have a licence to provide any custody service. Accordingly, we are not providing any regulated services to Users. Additionally, for the avoidance of doubt, TBILL Fund is not a fiduciary, and TBILL Fund does not provide any trust or fiduciary services to any User in the course of such User visiting, accessing, or using the Platform and/or Functions.

4 **Asset Ownership**

- 4.1 The title to all of your Digital Tokens will remain with you at all times. As the beneficial owner of Digital Tokens in your Wallet, you shall solely bear the risk of loss of such Digital Tokens. TBILL Fund has no liability for any Digital Tokens fluctuations in value. Except as may be otherwise agreed in writing between you and TBILL Fund, none of the Digital Tokens in your Wallet are the property of, or shall or may be loaned to, TBILL Fund. Except as required by a prima facie valid court order, or except as provided for herein, TBILL Fund will not sell, transfer, loan, or otherwise alienate Digital Tokens in your Wallet unless specifically instructed by you in accordance with the terms of this Agreement.

5 **No Investment Advice**

TBILL Fund does not provide investment, tax, or legal advice, nor does TBILL Fund broker trades on your behalf. You should consult your legal or tax professional regarding your specific situation.

TBILL Fund may provide educational information about Digital Tokens, as well as other Digital Tokens not supported by TBILL Fund. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on the Platform or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the Platform's content as such.

6 Privacy

We are committed to protecting your personal information and helping you understand exactly how your personal information is being used. You should carefully read the TBILL Fund [Privacy Policy](#) as it provides details on how your personal information is collected, stored, protected, and used.

7 Communications

7.1 By entering into this Agreement, you agree to receive electronic communications and notifications in accordance with our [E-Sign Consent Policy](#).

7.2 This Agreement is provided to you and communicated in English. We will also communicate with you in English for all matters related to TBILL and your use of the Functions and/or TBILL Functions. Where we have provided you with a translation of the English language version of this Agreement or any information related to your Platform Account, you acknowledge and agree that such translation is provided for your convenience only and that the English language version of the Agreement will govern your use of the Functions and/or use of TBILL, and the TBILL Functions (as applicable).

8 Security of User Information

8.1 You are responsible for maintaining the confidentiality and security of all account names, User IDs, passwords, personal identification numbers (PINs) and other access codes that you use to access the Functions. You are responsible for keeping your email address and all other account holder and User information up to date in your Platform Account profile and for maintaining the confidentiality of your User information. You agree to (i) notify TBILL Fund immediately if you become aware of any unauthorized use of your Platform Account, the Functions, or any other breach of security regarding the Functions, your Platform Account or the Platform. We strongly advise you to enable all security features that are available to you (such as, by way of example two-factor authentication); this offers you enhanced protection from possible malicious attacks. TBILL Fund will not be liable for any loss or damage arising from your failure to protect your account information.

8.2 We shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We recommend the regular use of reliable virus and malware screening and prevention software. If you question the authenticity of a communication purporting to be from TBILL Fund, you should login to your Platform Account directly through the Platform or related mobile application, if any, and not by clicking links contained in emails.

9 Account Suspension & Closure

9.1 We may, without liability to you or any third party, suspend your Platform Account, consolidate your Platform Accounts if you have more than one, or terminate your Platform Account or suspend your use of one or more of the Functions in accordance with the terms of this Agreement, as determined in our sole and absolute discretion. Such actions may be taken as a result of account inactivity, failure to respond to customer support requests, failure to positively identify you, a court order, your violation of the terms of this Agreement or for other similar reasons. TBILL Fund may also temporarily suspend access to your Platform Account in the event that a technical problem

causes system outage or Platform Account errors until the problem is resolved. For the avoidance of doubt, in the event your Platform Account is suspended or closed, you will no longer be able to access any of the Functions.

- 9.2 You may terminate this Agreement at any time by closing your Platform Account in accordance with this Agreement. In order to do so, you should contact OpenEden's "Support Team" who will assist you in closing your Platform Account. You may not terminate your Platform Account if TBILL Fund believes, in its sole discretion, that such closure is being performed in an effort to evade a court order or legal or regulatory investigation or to avoid paying any amounts otherwise due to TBILL Fund.
- 9.3 We encourage you to redeem your TBILL for USDC (or any supported stablecoins) prior to issuing a request to terminate your Platform Account. We may be unable to terminate your Platform Account at your request if you maintain a balance in your Platform Account. We reserve the right to restrict or refuse to permit redemptions or transfers from your Platform Account if (i) your Platform Account has otherwise been suspended or unilaterally terminated by TBILL Fund in accordance with this Agreement or (ii) to do so would be prohibited by law or a court order or we have determined that any of the related Digital Token were obtained fraudulently.
- 9.4 Upon closure or suspension of your Platform Account, you authorise TBILL Fund to cancel or suspend pending transactions and forfeit all proprietary rights and claims against TBILL Fund in relation to any TBILL otherwise eligible for redemption.
- 9.5 In the event that you or TBILL Fund terminates this Agreement or your access to the Functions, or cancels your Platform Account, you remain liable for all activity conducted on or with your Platform Account while it was active and for all amounts due hereunder.

10 Fees

- 10.1 TBILL Fund and/or its service providers may charge fees in connection with the Platform and/or Functions as may be set out in this Agreement, the PPM and the Subscription Agreement ("**Fees**"). You agree to pay the fees shown to you, if any, or as separately agreed between you and TBILL Fund or its service providers, when you enter into a transaction. We may change any of the fees that TBILL Fund or its service providers charges at any time, with or without notice.
- 10.2 The Fees are used to cover the operational costs of maintaining the OE TBILL Vault operations incurred across on-chain and off-chain venues, such as bank charges.
- 10.3 The Fees are collected by TBILL Fund for operating the OE TBILL Vault and TBILL Fund's portfolio management activities. OpenEden will administer and support the OE TBILL Vault for and on behalf of TBILL Fund (as the technical service provider). TBILL Fund's portfolio management activities (or where it has delegated (in full or in part) the performance of the same), covers responsibilities such as maintaining the weighted average to maturity of the portfolio i.e. keeping track of the maturity dates of the T-Bills, rolling over matured T-Bills into new ones and compounding earned returns, maintaining the target utilisation rate and on-chain TBILL reserve ratio.
- 10.4 The applicable Digital Token network (i.e. Ethereum) or supported bridge may charge a fee in connection with blockchain transactions. You are responsible for all such fees. Ethereum requires the payment of a transaction fee (a "**Gas Fee**") for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction.
- 10.5 You are responsible for, and agree to pay, all fees that may be charged by TBILL Fund in connection with sending Digital Tokens to the OE TBILL Vault or TBILL Fund's designated custodial account or receiving Digital Tokens from OE TBILL Vault or TBILL Fund's designated custodial account. TBILL Fund is not responsible for any charges that you incur based on

delayed processing of deposits or withdrawals (if any).

11 TBILL-Specific Terms

To the extent that you utilize your Platform Account for any transaction or service involving the Digital Tokens and OE TBILL Vault, the TBILL Terms (as set out in **Schedule 1** herein) shall apply to all such transactions and such agreement.

12 Mobile Functions

To the extent you access the Platform and any of the Functions through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. We are not responsible for any charges you incur from your mobile carrier as a result of use of the Platform. In addition, downloading, installing, or using certain mobile applications may be prohibited or restricted by your carrier, and not all Functions may work with all carriers or devices. You hereby confirm that with respect to any mobile phone number provided, you own the account corresponding to that mobile phone number or otherwise have the account holder's permissions to use this service. By registering a mobile phone number you are agreeing to the specific terms set forth in this Section.

13 Transaction Limits

TBILL Fund reserves the right to change the deposit, withdrawal, storage, transfer, and velocity limits on the OE TBILL Vault or TBILL Fund's designated custodial account as we deem necessary. We may establish individual or aggregate transaction limits on the size or number of deposits, withdrawals, transfers or other transactions that you initiate using your Wallet during any specified time period.

14 Right to Change/Remove Features or Suspend/Delay Transactions

Subject to **Section 10** of the TBILL Terms, we reserve the right to change, suspend, or discontinue any aspect of the Functions or the Platform at any time, including hours of operation or availability of any feature, without notice and without liability. We may, in our sole discretion, delay any transaction if we believe that such transaction is suspicious, may involve fraud or misconduct, violates applicable laws or payment network, or violates any term of this Agreement.

15 NOT USED.

16 Refunds; Reversals

Once a transaction has been initiated (including, but not limited to, a Digital Token Transfer), it cannot be reversed or refunded, except as set forth in this Agreement. You may have additional refund or chargeback rights under your agreement with the recipient of such funds, your financial institution, or applicable law. You should periodically review statements from your financial institution and any other service that you use to transact Digital Tokens, which should reflect all applicable transactions made using the related transaction method. You can also access the record of transactions on the Platform, in your Platform Account by logging into your Platform Account.

17 Blocked Addresses & Forfeited Assets

TBILL Fund reserves the right to "block" certain Digital Token addresses that it determines, in its sole discretion, are associated with illegal activity or activity that otherwise violates the Terms or applicable laws ("**Blocked Addresses**"). In the event that you send Digital Tokens to a Blocked Address, or receive Tokens from a Blocked Address, TBILL Fund may freeze such Digital Tokens and take steps to terminate your Platform Account. In certain circumstances, TBILL Fund may deem it necessary to report such suspected illegal activity to applicable law enforcement

agencies and you may forfeit any rights associated with your Digital Tokens. TBILL Fund may also be forced to freeze and potentially surrender the Digital Tokens in the event it receives a legal order from a valid government authority requiring it to do so.

19 Taxes

TBILL Fund will maintain a record of your transaction history, which you will be able to access through your Platform Account for purposes of making any required tax filings or payments, but it is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. This transaction history will include all transactions you complete with TBILL Fund in relation to the OE TBILL Vault including subscribing for TBILL by depositing USDC (or any supported stablecoins), redeeming TBILL for USDC (or any supported stablecoins) only, and shall exclude any transfers of TBILL (to other whitelisted Wallet addresses). TBILL Fund will make any tax withholdings or filings that we are required by law to make, but TBILL Fund is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

20 Indemnification; Release

- 20.1 You agree to hold harmless and indemnify TBILL Fund and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers, service provider such as TBILL Fund or partners from and against any claims, liabilities, losses, damages (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and reasonable attorneys' fees arising out of or in any way related to (i) your breach of this Agreement (and its Schedules), (ii) your misuse of the Platform, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Platform, and your holding or use of TBILL.
- 20.2 For the purpose of this Section, the term “**losses**” means all net costs incurred by us or the other persons referred to in this Section which are the result of the matters set out in this Section and which may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees (without duplication).
- 20.3 If you have a dispute with one or more Users or third parties, you unconditionally and irrevocably release TBILL Fund (and its affiliates and service providers, and each of their officers, directors, agents, joint ventures, employees and representatives) from all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

21 Limitation of Liability; No Warranty

- 21.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT TBILL FUND AND OUR AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF TBILL FUND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE FUNCTIONS, TO HOLD OR USE TBILL; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE FUNCTIONS AND TRANSACTION(S) ENTERED INTO INVOLVING TBILL; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES AND/OR FUNCTIONS INVOLVING TBILL.

- 21.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE FUNCTIONS OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE FUNCTIONS AND TERMINATE YOUR ACCOUNT.
- 21.3 THE FUNCTIONS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TBILL FUND, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TBILL FUND MAKES NO WARRANTY THAT (I) THE FUNCTIONS WILL MEET YOUR REQUIREMENTS, (II) THE FUNCTIONS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY PRODUCTS, FUNCTIONS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.
- 21.4 TBILL Fund will make reasonable efforts to ensure that requests for Platform Account transactions executed through your Wallet are processed in a timely manner, but TBILL Fund makes no representations or warranties regarding the amount of time needed to complete processing because the Functions are dependent upon many factors outside of our control. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This Section gives you specific legal rights and you may also have other legal rights that vary in your applicable country.

22 Unauthorized and Incorrect Transactions

- 22.1 When any transaction occurs using your credentials (including, but not limited to, Digital Token Transactions), we will assume that you authorized such transaction and TBILL Fund shall not be obligated to verify any such transaction and TBILL Fund bears no liability for any losses suffered by you pursuant to transactions that was not authorized by you.

Error Transactions

- 22.2 If an Error (as defined below) occurs through your Platform Account, and you follow the procedures set forth in this Section, TBILL Fund may, on a goodwill basis and at its sole discretion, and in accordance with this Agreement, reimburse you for the full or partial amount of any eligible Unauthorized Digital Token Transaction and such losses resulting from an Error.

What Constitutes an Error?

- 22.3 For purposes of this Section, an "**Error**" means one of the following: (i) if your Wallet is charged for the subscription of TBILL, TBILL Fund receives the relevant Digital Tokens, but the corresponding TBILL does not show up in your Wallet through the Platform Account, (ii) if you complete a redemption of TBILL for Digital Tokens and the Digital Tokens are not properly delivered by TBILL Fund to your Wallet, (iii) if you receive a Digital Token from us to your Wallet and we do not add the proper amount to your Wallet, (iv) if the transaction records in your Platform Account and/or Wallet do not accurately reflect your transactions, or (v) there is some other material mathematical or computational error by TBILL Fund in calculating issuance or redemption amounts.

Notifying TBILL Fund of an Error

- 22.4 You should notify us immediately if you believe that (i) an Error has occurred, or (ii) you believe there is an Error in your transaction records or account history, or you have a question regarding

your transaction records or account history.

- 22.5 In order for Errors to be potentially covered by TBILL Fund, you must notify us within sixty (60) days of such Error showing up in your transaction history and/or account statement. If you do not notify us within sixty (60) days, then you will not be covered by the protections of this Section.

Notification Process

- 22.6 The fastest and most efficient way to notify us of an Error is to contact OpenEden's Support Team via email at support@openeden.com.

- 22.7 However you choose to notify us, you must include:

- (II) the name and email associated with your Platform Account;
- (III) the Wallet blockchain address;
- (IV) a detailed description of what Error you believe occurred, or what information you need in order to determine if an Error occurred; and
- (V) the amount of such Error.

- 22.8 Note that in connection with investigating and/or resolving any Error, we may need to request further information from you regarding the circumstances of the Error. If you do not provide such additional information, it may inhibit our ability to resolve your issue or limit your rights under this Section.

Steps TBILL Fund Will Take Following Notification

- 22.9 Once you have provided us with proper notification (including delivering all of the information set forth in the subsection above and responding to any requests for further information), we will investigate the potential Error. We will typically be able to complete our investigation within ten (10) days, but may require up to thirty (30) days if your Platform Account is new (meaning your Platform Account has been active for less than thirty (30) days at the time we receive your notification).
- 22.10 Sometimes, we may need more time in order to complete our investigation (up to thirty (30) days, or sixty (60) days for a new account) and will notify you of any required extension of the investigation period.
- 22.11 Once we have completed our investigation, we will notify you of our decision within three (3) business days. If we determine that your claim of an Error is valid and eligible, we may credit your connected Wallet of an amount equivalent to the Error.
- 22.12 Regardless of the results of our investigation, we will send you an email explaining the basis for our decision. If you have any questions or concerns regarding our decision, you can request further information regarding the details that led to our decision.

23 NOT USED

24 Governing Law; Dispute Resolution

- 24.1 This Agreement shall be governed by the laws of the British Virgin Islands. In the event of any dispute, controversy, difference, conflict or claim arising out of or relating to this Agreement or its performance, including without any limitation any question regarding its existence, validity, or a claim for unlawful act under applicable laws ("**Dispute**"), the Parties agree to attempt, for a period of 30 days after the receipt by a Party of a notice from the other Party of the existence of the Dispute ("**Settlement Period**"), to settle the Dispute by amicable settlement between the Parties.
- 24.2 In the event that the Dispute cannot be settled by an amicable settlement within the Settlement

Period, the Parties submit the Dispute to the exclusive jurisdiction of the courts of the British Virgin Islands.

25 Amendments

- 25.1 TBILL Fund may amend any portion of this Agreement and/or its Schedules at any time by posting the revised version of this Agreement on the Platform with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use the Functions after the initial posting of the revised Agreement and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Functions and/or TBILL Functions and close your Platform Account. You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of this Agreement and/or its Schedules.
- 25.2 If the revised Agreement includes a material change, we will provide you with prior notice via our website and/or email before the material change becomes effective. For this purpose a “**material change**” means a significant change other than changes that (i) are to your benefit, (ii) are required to be made (a) to comply with applicable laws and/or regulations, (b) to comply with a payment network, or (c) as otherwise required by one of our regulators, (iii) relates to a new product or service made available to you, or (iv) to otherwise clarify an existing term.

26 Assignment

You may not transfer or assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge or otherwise dispose in any manner whatsoever of the benefit of this Agreement or any rights or obligations hereunder, by operation of law or otherwise and any such attempted assignment shall be void (it being understood and agreed that this Section shall not prohibit you from sending any Digital Tokens from your Platform Account in accordance with the terms hereof). We reserve the right to freely assign this Agreement (and its Schedules) and the rights and obligations of this Agreement (and its Schedules) to any third party at any time without notice or consent. If you object to such transfer or assignment, you may stop using our Functions and terminate this Agreement by contacting TBILL Fund's Support Team at support@openeden.com and asking us to close your Platform Account.

27 Change of Control

In the event that TBILL Fund is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

28 Survival; Force Majeure

- 28.1 Upon termination of your Platform Account or this Agreement for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.
- 28.2 TBILL Fund shall have no liability for any failure or delay resulting from any condition beyond our reasonable control, including but not limited to governmental action or acts of terrorism, pandemics, earthquake, fire, flood, or other acts of God, labour conditions, power failures, equipment failures, and Internet disturbances.

29 Third Party Applications

TBILL Fund may in its absolute discretion, now or in the future, collaborate with, integrate or permit third parties to enable Users, to the extent permissible by applicable laws and regulations, to access or utilize value added services involving its TBILL tokens. In such cases, you agree that TBILL Fund will not and does not provide such services as principal or agent and that any

interactions with such available services involving a User's Wallet and Digital Tokens or assets shall be at the User's own risk and discretion.

If you grant express permission to a third party to connect to your Platform Account, either through the third party's product or through TBILL Fund, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold TBILL Fund responsible for, and will indemnify TBILL Fund from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

30 Website; Third Party Content

TBILL Fund strives to provide accurate and reliable information and content on the Platform, but such information may not always be correct, complete, or up to date. TBILL Fund will update the information on the TBILL Fund website as necessary to provide you with the most up to date information, but you should always independently verify such information. The Platform may also contain links to third party websites, applications, events or other materials ("**Third Party Content**"). Such information is provided for your convenience and links or references to Third Party Content do not constitute an endorsement by TBILL Fund of any products or services, nor the provision of such services or content to you. TBILL Fund shall have no liability for any losses incurred as a result of actions taken in reliance on the information contained on the TBILL Fund website or in any Third Party Content.

31 Proprietary Rights

- 31.1 The Website, including the Website content and its Platform and Functions, are protected by copyright, trademarks and other forms of proprietary rights. All rights, title and interest in the Website content and its Functions are owned by, licensed to or controlled by TBILL Fund. Unless otherwise stated in the copyright attribution of any Website content, TBILL Fund has the sole copyright to all works on the Website.
- 31.2 "**TBILL Fund**", and all logos related to the Functions and/or TBILL Functions are either trademarks, or registered or unregistered marks of TBILL Fund or its licensors. Whether or not you have a Platform Account, you may not copy, imitate, or use them without TBILL Fund's prior written consent. All right, title, and interest in and to the TBILL Fund website, any content thereon, the Functions and/or TBILL Functions, and all technology and any content created or derived from any of the foregoing is the exclusive property of TBILL Fund and its licensors. TBILL Fund reserves the right to register such trademarks in the future, and any unauthorized use of such trademarks, whether registered or unregistered, you will not infringe the rights of TBILL Fund or its licensors.
- 31.3 Any other use of the Functions and/or TBILL Functions or the Platform is expressly prohibited. TBILL Fund (and its licensors) reserve all rights. You agree that this Agreement does not grant you any rights in (or licenses) to the Functions. Except as expressly authorized by TBILL Fund, you agree not to modify, reverse engineer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the and/or TBILL Functions, Functions or the Platform, in whole or in part. No part of any works on the Website may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, whether electronic, mechanical, photocopying, recording, or otherwise, without written permission from TBILL Fund. You may, however, download or print a single copy for your own non-commercial off-line viewing. If you violate any portion of this Agreement (and/or its Schedules), your permission to access and use the Functions and/or TBILL Functions and your Platform Account may be terminated pursuant to this Agreement.
- 31.4 Certain product and company names mentioned on this Website or material displayed on this Website may be intellectual property belonging to third parties. TBILL Fund does not warrant or represent that if you use such material, you will not infringe the legal rights of these third parties.

32 NOT USED.

33 Applicable Law; Legal Compliance

- 33.1 Your use of the Functions is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering ("**AML**") and counter-terrorist financing ("**CTF**") provisions.
- 33.2 You unequivocally agree and understand that by registering a Platform Account and using the Functions in any capacity, you will act in compliance with and be legally bound by this Agreement and all applicable laws and regulations (including, without limitation, those stated in this Section, where applicable). For the avoidance of doubt, continued use of your Platform Account and TBILL Fund's obligations to you under this Agreement are conditional on your continued compliance at all times with this Agreement and all applicable laws and regulations. TBILL Fund's AML and CTF procedures are guided by all applicable laws and regulations regarding AML and CTF. These standards are designed to prevent the use of the Functions for money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take all necessary steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing or any other financial crimes.
- 33.3 You agree, represent, and warrant that all Digital Tokens deposited by you for purposes of subscribing for TBILL are not the direct or indirect proceeds of any criminal or fraudulent activity.
- 33.4 The Functions are subject to economic sanctions programs administered in the countries where we conduct business, pursuant to which we are prohibited from providing services or entering into relationships with certain individuals and institutions. By using our Platform and any Functions, you represent that your actions are not in violation of such sanctions programs. Without limiting the foregoing, you may not use the Functions if (i) you are a resident, national or agent of a jurisdiction subject to comprehensive sanctions by United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**") ("**Restricted Territories**"), (ii) you are on the Lists of Designated Individuals and Entities ("**Restricted Persons**"), or (iii) you intend to transact with any Restricted Territories or Restricted Persons.

34 Not used

35 Entire Agreement

- 35.1 The written terms and conditions of this Agreement and its Schedules, including documents entered into pursuant to this Agreement; The Platform's policies governing the Functions referenced herein (including, without limitation, those set forth in the TBILL Terms; the Acceptable Use Policy; the Privacy Policy; the Cookie Policy; and the E-Sign Consent Policy constitute the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and supersede any previous written or oral agreement between the Parties in relation to matters contained in this Agreement. No Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other Party which is not set out or referred to in this Agreement. Nothing in this Section shall however operate to limit or exclude liability for fraud, wilful misconduct or willful concealment by any Party.

36 Invalidity

- 36.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification that is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

- 36.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under **Section 36.1**, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under **Section 36.1**, not be affected.

37 Remedies and Waivers

No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a release or waiver thereof, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

39 No Third Party Rights

Save as expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any right to enforce any provision of this Agreement whether under the Contracts (Rights of Third Parties) Act 2001 of Singapore or otherwise.

40 User Support

Please visit our Support Page at www.openeden.com or contact our Support Team at support@openeden.com to report any violations of this Agreement (and its Schedules), including the Terms or the TBILL Functions, or to ask any questions regarding this Agreement or the Functions, as applicable.

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- € By clicking "**I Agree**" or using our website or application, you acknowledge that you have read and understand these this Agreement (and its Schedules) as well as the PPM, Subscription Agreement, Privacy Policy, Cookie Policy, KYC/AML Policy, Acceptable Use Policy, TBILL Terms and E-Sign Consent Policy and that you acknowledge and agree to be bound by these agreements and policies. You also confirm that you are of legal age and have the right to enter into this agreement. If you do not agree to the terms and conditions in this Agreement (and its Schedules), please do not use our website or application. We reserve the right to make changes to this Agreement (and its Schedules) at any time and your continued use of the website or application following any such changes shall be deemed to be your acceptance of the new terms and conditions.
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Schedule 1

TBILL Terms

These TBILL Terms ("**TBILL Terms**") augment the User Agreement in respect of, and governs your use of, the Platform Account (as defined in the User Agreement) for any transactions involving TBILL Functions (as defined in **Section 2** below) on the Platform.

By subscribing for TBILL, you understand and expressly agree to these TBILL Terms, the PPM Subscription Agreement and you acknowledge that you have reviewed and understand each of these documents and the disclosures set out therein.

By holding TBILL, or using any of the TBILL Functions, you agree that you have read, understood and accept all of the terms and conditions contained in these TBILL Terms, as well as our Privacy Policy, Cookie Policy, Acceptable Use Policy and E-Sign Consent, and you acknowledge and agree that you will be bound by these agreements and policies.

1 About the TBILL and the OE TBILL Vault

- 1.1 TBILL is a digital token issued by Treasury Bills Institutional Liquidity Limited ("**TBILL Fund**") that operates on the Ethereum blockchain and is compliant with the EIP-20 standard. TBILL represents the balance of
 - (a) USD Coin ("**USDC**") (or any supported stablecoins) as supplied by the Users and US Dollars ("**USD**"), both held/processed through the OE TBILL Vault and TBILL Fund's licensed digital asset custodians, and (b) US Treasury Bills ("**T-Bills**") that is purchased by TBILL Fund using the Digital Tokens deposited by the Users which are held in custody in a brokerage account ("**Brokerage Account**") through its appointed licensed service providers (as TBILL Fund may appoint from time to time) ("**Assets**"). The USD in the OE TBILL Vault will mainly transit between on and off ramps service providers, banking partners and the Brokerage Account.
- 1.2 The TBILL is fully backed and collateralised by the Assets. The dollar value of the TBILL is directly tied to the value of combination of Assets. In addition, the daily exchange rate of the TBILL may be determined by the financial data obtained from the Assets. The OE TBILL Vault will also generate daily Net Asset Value ("**NAV**") reports from the Brokerage Account, which will be available for viewing on the Platform. The OE TBILL Vault is regularly audited by a partner audit firm, TJ Assurance Partners PAC, to provide additional transparency and assurance to the Users. The OE TBILL Vault is also integrated with Chainlink, a blockchain oracle provider, to enable real-time Proof of Reserves for your digital assets (including the Digital Tokens).
- 1.3 To subscribe for the TBILL, the User i.e. prospective investor must clear TBILL Fund's onboarding, AML/KYC process, whitelist its Wallet and subsequently deposit a minimum of USD 100,000 (in its equivalent USDC form, any equivalent in supported stablecoins, or supported fiat currency) from their connected Wallet or bank account (where available) to TBILL Fund's designated custodial account held with its licensed custodial service provider. Upon deposit, the User will receive TBILL in return with a value equivalent to the deposited USDC (or any supported stablecoins or fiat currency). The number of TBILL received is based on the prevailing TBILL to USD exchange rate at the time of deposit. This TBILL to USD exchange rate will be used to calculate the corresponding value of USDC to determine the amount of USD to be deposited to enable the issuance of the TBILL. The TBILL is redeemable in accordance with the terms of the PPM and the redemption amount is calculated in accordance with the redemption provisions in the PPM. The subscribed TBILL will be held in the User's own whitelisted digital token Wallet, as pre-approved and screened by TBILL Fund. At present, notwithstanding the TBILL as issued pursuant to this Agreement can only be subscribed and redeemed via the OE TBILL Vault, the TBILL is transferable between only whitelisted Wallets, subject to the provisions and restrictions set out in the PPM. For the avoidance of doubt, other than the OE TBILL Vault, the TBILL may at a later date, subject to applicable laws and regulations applicable to such listings, be listed on the

public market via secondary platforms (as elaborated in **Paragraph 2.4** below) for the sale and/or purchase of the TBILL.

2 Scope of TBILL and OE TBILL Vault

- 2.1 As you have agreed to, and are subject to the terms as described in the foregoing paragraphs, TBILL Fund makes available the following TBILL-related functions: (i) issue TBILL for USDC (or any supported stablecoins or fiat currency) from TBILL Fund, (ii) redeem TBILL for USDC (or any supported stablecoins or fiat currency) from TBILL Fund, and (iii) send and receive TBILL to and/or from Platform Accounts via the OE TBILL Vault (collectively, the “**TBILL Functions**”). Your use of the TBILL Functions is subject to these TBILL Terms. Any of the TBILL Functions can be discontinued at any time in accordance with **Paragraph 9** of these TBILL Terms.
- 2.2 As set out in the above **Paragraph 1.3**, to subscribe for the TBILL using USDC (or any supported stablecoins or fiat currency), the User must deposit a minimum of USD 100,000 in the form of USDC (or any supported stablecoins or fiat currency) from their connected Wallet to TBILL Fund’s designated custodial account held with its licensed custodial service provider. In return, the User will receive TBILL that are of an equivalent USDC (or any supported stablecoins or fiat currency) value at the time of deposit, net of any applicable fees as set out in the PPM. The number of TBILL that Users will receive is determined by the prevailing TBILL to USDC (or any supported stablecoins or fiat currency) exchange rate at the time of deposit and the amount of USDC (or any supported stablecoins) deposited. The minimum deposit amount for the first subscription is 100,000 USDC (or the equivalent amount in any supported stablecoins or fiat currency).
- 2.3 The TBILL can be redeemed for USDC (or any supported stablecoins or fiat currency) at any time by Users only. Users who hold TBILL have the option to exchange them back for USDC (or any supported stablecoins or fiat currency) by using the Platform. The process of redeeming TBILL is initiated by the User through a withdrawal request on the Platform. Redemption for USDC (or any supported stablecoins or fiat currency) will be processed if there is sufficient liquidity of USDC as determined by the OE TBILL Vault to meet such redemption. Otherwise, such redemption requests will be placed on queue and the redemption will be processed upon sufficient liquidity of USDC (or any supported stablecoins or fiat currency) becoming available. Once the redemption is complete, the TBILL will be “burnt” i.e. permanently removed from circulation. The amount of USDC (or any supported stablecoins or fiat currency) that the User will receive is determined by the prevailing exchange rate between TBILL and USDC at the time of the withdrawal. This exchange rate is determined by the value of assets calculated by the OE TBILL Vault, which is used as the basis for calculating the daily TBILL exchange rate.
- 2.4 Currently, the TBILL can only be subscribed and redeemed through the OE TBILL Vault. The TBILL can be transferred between whitelisted Wallet addresses with registered Platform Accounts, subject to the terms of the PPM. You further represent and warrant that prior to any Outbound Transfers, you have an obligation to inform and have indeed informed the transferee of the terms set out herein (including the Schedules) and the PPM. TBILL Fund reserves the right to provide for the future transferability of the TBILL on any third-party platforms (e.g. centralized and/or decentralized exchanges (CEXs and/or DEXs), peer-to-peer (p2p) platforms, token swap platforms).

3 Applicable Laws and Regulations

- 3.1 Your holding and use of TBILL, and any use of the TBILL Functions, is subject to the Agreement (including these TBILL Terms, the PPM, Subscription Agreement, laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering (“**AML**”) and counter-terrorist financing (“**CTF**”) provisions and sanctions. You agree to act in compliance with and be legally bound by these TBILL Terms and all applicable laws and regulations. These TBILL Terms are conditional on your continued compliance at all times with these TBILL Terms and all applicable laws and regulations.

- 3.2 Applicable laws require us to prevent Restricted Persons from holding TBILL and using TBILL Functions. A Restricted Person means any person that is the subject or target of any sanctions, including a person that is:
- (a) named in any sanctions-related list maintained by the United Nations (UN) or Office of Foreign Assets Control (OFAC) including Lists of Designated Individuals and Entities and OFAC Sanctioned Countries; or any similar list maintained by any other relevant governmental authority;
 - (b) located, organized or resident in a country, territory or geographical region which is itself the subject or target of any territory-wide sanctions or other Restricted Territory (currently, the Crimea region of Ukraine, Cuba, Iran, North Korea, and Syria); or
 - (c) owned or controlled by any such person or persons listed above.

4 Eligibility; Limitations

- 4.1 Platform Accounts, TBILL Functions and support for TBILL are currently only available to individuals and institutions (as applicable) located in supported jurisdictions and excludes the United States of America and Restricted Territories.
- 4.2 By holding or using TBILL, or accessing or using the TBILL Functions, you further represent and warrant that:
- (a) you are at least 18 years old, are not a Restricted Person, and are not holding TBILL on behalf of a Restricted Person; and
 - (b) you will not be using TBILL or the TBILL Functions (as applicable) for any illegal activity, including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransomware, terrorism financing, other violent activities or any prohibited market practices, including, but not limited to, those listed below at **Schedule 2 (Acceptable Use Policy)** in this Agreement.
- 4.3 You also understand that there are additional representations and warranties made by you elsewhere in (or by reference in) these TBILL Terms and that any misrepresentation by you is a violation of these TBILL Terms.
- 4.4 If TBILL Fund suspects or determines that you or any of your authorized users or customers, as applicable, have violated these TBILL Terms, including, but not limited to, attempting to transact or transacting with Blocked Addresses (as defined above in **Section 17** of this Agreement) or attempting to engage or engaging in Restricted Activities or Prohibited Activities or Transactions, and you have a Platform Account, then TBILL Fund may be forced to terminate your Platform Account and you may forfeit any USDC funds otherwise eligible for redemption.
- 4.5 Notwithstanding the foregoing, TBILL Fund may determine not to make TBILL or the TBILL Functions, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements, depending on your location. We may also, without liability to you or any third party, refuse to let you register for a Platform Account.
- 4.6 Use of certain TBILL Functions in a Platform Account may have further eligibility requirements that will need to be verified prior to you using such TBILL Functions, or from time to time in order to continue your use of the TBILL Functions, and may be subject to additional terms and conditions.

5 AML and CTF Compliance

Our AML and CTF procedures are guided by all applicable laws and regulations regarding AML and CTF. These standards are designed to prevent the use of the TBILL Functions for money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take all necessary steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing or any other financial crimes.

6 TBILL Supported Blockchains and Smart Contract Modifications

- 6.1 TBILL operates on TBILL Supported Blockchains. TBILL Fund does not have any ability or obligation to prevent or mitigate attacks or resolve any other issues that might arise with any TBILL Supported Blockchain. Any such attacks or delays on any TBILL Supported Blockchain might materially delay or prevent you from sending or receiving TBILL, and TBILL Fund shall bear no responsibility for any losses that result from such issues.
- 6.2 Note that in certain circumstances, including, but not limited to, a copy or fork of an TBILL Supported Blockchain or the identification of a security issue with a TBILL Supported Blockchain, TBILL Fund may be forced to suspend all activities relating to TBILL (including redeeming TBILL for USDC, or sending and receiving TBILL) for an extended period of time until such Downtime is over and TBILL Functions can be restored. This Downtime will likely occur immediately upon a copy or fork of any TBILL Supported Blockchain, potentially with little to no warning, and during this period of Downtime you will not be able to conduct various activities involving TBILL.
- 6.3 TBILL Fund reserves the right to migrate TBILL to another blockchain or protocol in the future in its reasonable discretion. Upon TBILL Fund's request, you agree to take any and all actions reasonably necessary to effectuate the migration of your TBILL to another blockchain or protocol identified by TBILL Fund. If you fail to effectuate such migration, the TBILL may not be compatible with your Platform Account going forward. TBILL Fund will not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the parties, which you may suffer, sustain or incur, arising out of or relating to your failure to effectuate such migration of your TBILL to another blockchain or protocol identified by TBILL Fund.

7 Transactions with Third Parties

- 7.1 Under no circumstances shall it be construed that, in case of your access to and use of systems, services, content, materials, products or programmes of any third party, TBILL Fund is a party to any transaction, if any, between you and such third party.
- 7.2 You understand and agree that TBILL Fund does not control any products, systems, content, materials, programmes or services sold or offered by third parties using the TBILL Functions or which support TBILL tokens. You acknowledge and agree that you will be solely responsible for any access or use of third party systems, services, content, materials, products or programmes, if contained in or provided on or via the Platform. If you access or use such third party systems, services, content, materials, products or programmes, you must comply with the relevant terms and conditions for the access or the use thereof, including where relevant, any eligibility requirements to access such third party systems, services, content, materials, products or programmes.
- 7.3 TBILL Fund shall not be liable in any way for your access to and use of systems, services, content, materials, products or programmes of any third party, or for any TBILL purchases or subscription made in relation thereto, each of which shall be your responsibility or that of the relevant third party.
- 7.4 TBILL Fund is not liable for any losses or issues that may arise from such third-party transactions, including, but not limited to, failure to comply with applicable laws and regulations (including any consequences for illegal transactions that might be triggered under these TBILL Terms), the

quality and delivery of such products and services, or your satisfaction with any products or services, the purchase of which is facilitated by the TBILL Functions. If you are not satisfied with any goods or services purchased from a third party using the TBILL Functions, you must handle those issues directly with the third-party seller.

8 Currency Conversion

TBILL Fund is not responsible for any processing delays that may result in connection with completing any currency conversion. Additionally, TBILL Fund's banking partners may not support all non-USD currencies, and may be forced to reject or return a wire received in a non-supported currency. Note that your Platform Account only supports TBILL amounts up to six (6) decimal places, so all TBILL amounts will be rounded down to six (6) decimal places.

9 Right to Change/Remove Features or Suspend/Delay Transactions

We reserve the right to (i) change, suspend, or discontinue any aspect of the TBILL Functions at any time, including hours of operation or availability of any feature, without notice and without liability and (ii) decline to process any issuance or redemption without prior notice and may limit or suspend your use of one or more Functions at any time, in our sole discretion. Our rights under this paragraph are subject to our obligations under applicable law and licenses, including but not limited to our reasonable suspicion of inappropriate or illegal conduct. Suspension of your use of any of the TBILL Functions will not affect your rights and obligations pursuant to these TBILL Terms. We may, in our sole discretion, delay issuances or redemptions if we reasonably believe the transaction is suspicious, may involve fraud or misconduct, violates applicable laws, or violates the terms of these TBILL Terms.

10 NOT USED

11 Assignment

11.1 You may not transfer or assign any of your rights or obligations under these TBILL Terms hereunder, by operation of law or otherwise and any such attempted assignment shall be void, save where such transfer or assignment has been conducted in accordance with these TBILL Terms.

11.2 We reserve the right to freely assign TBILL Fund's rights and obligations under these TBILL Terms to any third party at any time without notice or consent. If you object to such transfer or assignment, you may stop holding and using TBILL; you may also stop using our TBILL Functions, and terminate these TBILL Terms by contacting Support at support@openeden.com and asking us to close your Platform Account.

12 Support

12.1 For any queries, assistance or feedback in relation to the OE TBILL Vault, the Platform or your Platform Account, please contact support at support@openeden.com

Schedule 2

Acceptable Use Policy

By applying for, accessing or using the Functions provided by TBILL Fund, inclusive of the Platform Account, OE TBILL Vault, you agree to be bound by this Acceptable Use Policy (“**AUP**”) and any additional terms, conditions, rules or policies that are provided to you in connection with the Functions and TBILL Functions via the User Agreement.

This AUP is subject to change at any time without notice, and the changes will be effective when posted. Your continued use of the Functions indicates your acceptance and agreement to the AUP changes.

1 Prohibited Activities and Business Types

- 1.1 If you fall into one of the following categories and/or accept payment for the following prohibited activities (“**Prohibited Activities**”), you are ineligible (or may become ineligible) to use our Functions. For clarity, the following lists are not exhaustive and we may, at our sole discretion, modify them without notice:

Prohibited Business Type	Description
Adult services	Adult digital content, lingerie or passion parties, adult DVD rentals/sales, adult novelties, massage parlors (without licensed massage therapists), escort services, mail order bride services, dating/match-making services.
Auction services	Online auction services and pawn shops.
ATM Operators	Operators of privately owned ATMs, with the exception of crypto ATMs and kiosks.
Bankruptcy services	Bankruptcy attorneys, collection attorneys, factoring companies, or liquidation services.
Controlled substances and drug paraphernalia	Narcotics, prescription drugs, steroids, or related paraphernalia or accessories, unless licensed and authorized by the jurisdiction in which the customer is based as well as by the jurisdiction in which the transaction takes place. Equipment or material that is for the making, using, or concealing illegal drugs.
Court ordered payments	Court ordered payments, structured settlements, tax payments, tax settlements.
Credit repair services	Credit repair services, loan repayment facilitators, credit counseling, credit protection, identity theft protection or other services that may present consumer

	protection risks.
Cyberlocking services	Sale of devices that are designed to block, jam, or otherwise interfere with cellular and personal communication services, police radar, global positioning systems, and wireless networking services.
Debt collection	Collection agencies and any business engaged in the collection of debt, including those associated with medical billing, or factoring companies.
Gambling	Gambling activities including but not limited to sports betting, casino games, horse racing, dog racing, games that may be classified as gambling (e.g. poker), bookmakers, lotteries, bingo, internet gambling, off-track betting, card clubs, or other activities that facilitate any of the foregoing, unless licensed and authorized by the jurisdiction in which the customer is based as well as by the jurisdiction in which the transaction takes place.
Illegal activities	Businesses or transactions that appear to relate to any form of illegal activity, including but not limited to, money laundering, terrorist financing, human trafficking or political corruption.
Intellectual property	Goods or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any jurisdiction. This includes the sale of counterfeit items and unauthorized replicas or copies of items, and applies to items both actual and virtual in nature. Examples include (but are not limited to) counterfeit watches, handbags or accessories, and unauthorized copies of software programs, video games, music, movies, television programs, photographs and IDs. Upon TBILL Fund's request, you must provide records about the authenticity of your products.
Precious metals and jewelry	Sales of or dealers in precious metals (coins, bullion, etc.), precious stones, and fine jewelry.
Marijuana/CBD	Marijuana as well as CBD in any form for sale for any purpose, including medicinal or homeopathic, regardless of legal status.
Multi-level marketing	Pyramid and Ponzi schemes, multi-level marketing

	programs, wealth creation programs, paid-to-click schemes and other similar programs that are not traditional and legitimate advertising businesses.
Pay-day lenders	Pay-day lending, short term cash loans, title loans, and cash advance services.
Ransomware	Ransomware services, including cyber incident response and data-breach response.
Shell banks and financial institutions	Banks or other financial institutions registered in a jurisdiction in which they have no physical presence.
Unlicensed money service businesses	Any unlicensed money service business, including money transmitter and currency exchange.
Weapons	Manufacturing, building or assembling weapons of any kind, including but not limited to, firearms, ammunition, knives, explosives, or related accessories.
Other businesses	<ul style="list-style-type: none"> • Layaway systems and annuities. • Miracle cures, unsubstantiated remedies, or other items marketed as quick health fixes, designer supplements, nutraceuticals, muscle mass proteins, weight gain or loss supplements. • Sale of email or direct marketing lists enabling unsolicited contacts, such as from telemarketing merchants (inbound or outbound). • Sale of manuals, how-to guides, or equipment to disable, "hack", or modify access controls on software, servers, phones, or websites, including but not limited to mod-chips, drive chips, or access cards. • Items or sites that encourage or promote hate, violence, or racial intolerance. • Psychic services.

2 Prohibited Transactions

2.1 Using the Functions for transfers related to the following is prohibited, and TBILL Fund reserves the right to monitor for transactions that relate to:

- (a) Wash trading, front-running, insider trading, market manipulation or other forms of market-based fraud or deceit;

- (b) Purchasing goods of any type from Darknet markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods);
- (c) Money laundering;
- (d) Terrorist financing; or
- (e) Processing transactions for another business other than the one listed on the account (such as (a) – (e) transactions, “**Prohibited Transactions**”).

3 Restricted Activities

3.1 In connection with your use of the Functions, you hereby agree that you will not:

- (a) Violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation;
- (b) Intentionally try to defraud (or assist in the defrauding of) TBILL Fund or other Users;
- (c) Provide false, inaccurate, or misleading information;
- (d) Take any action that interferes with, intercepts, or expropriates any system, data, or information;
- (e) Partake in any transaction involving the proceeds of illegal activity;
- (f) Transmit or upload any virus, worm, or other malicious software or program;
- (g) Attempt to gain unauthorized access to other Platform Accounts, the Platform, or any related networks or systems;
- (h) Use the Functions on behalf of any third party or otherwise act as an intermediary between TBILL Fund and any third parties;
- (i) Collect any user information from other Users, including, without limitation, email addresses;
- (j) Defame, harass, or violate the privacy or intellectual property rights of TBILL Fund or any other Users; and
- (k) Upload, display or transmit any messages, photos, videos or other media that contain illegal goods, violent, obscene or copyrighted images or materials (such as (a) – (k) activities, “**Restricted Activities**”).

4 Compliance Monitoring; Violations of this Policy

4.1 We will monitor your transactions and activities for potential violations of this AUP. Monitoring includes, but is not limited to, reviewing your accounts for retrievals, returns, as well as using third-party information or sources. We encourage you to contact us if you believe you may be in violation of this AUP. We reserve the right, per the terms of this Agreement to take any corrective action (with or without notice to you) as we deem necessary to mitigate our risk or ensure compliance with this AUP, including but not limited to: (i) blocking or withholding a transaction; (ii) holding funds associated with a Prohibited Transaction; (iii) suspending, restricting, or terminating your use of the Functions, or (iv) subjecting you to applicable fines, assessment, expenses and fees.

- 4.2 In the event that TBILL Fund learns you are making or attempting any Restricted Activities or Prohibited Activities or Prohibited Transactions, TBILL Fund will consider it to be a violation of this Agreement and may suspend or terminate your Platform Account.