

CHOISE TERMS OF DIGITAL ASSETS DEPOSIT

PLEASE READ THESE TERMS CAREFULLY BEFORE PLACING YOUR DIGITAL ASSETS INTO A SAVINGS ACCOUNT.

Acceptance of the Terms of Digital Assets Deposit.

These Terms of Digital Assets Deposit (the “Terms”) are entered into by and between you (“You”, “Company”,) and Charism LLC a public limited company created and existing under the laws of St. Vincent and Grenadines, having its registered address at Suite 336, Beachmont Business Centre, Kingstown, registration number 1999 LLC 2022 (“CryptoDepository”, “we” or “us”). The Company and CryptoDepository shall be referred to herein individually as a “Party” and collectively as the “Parties.”

The following terms and conditions, together with any documents they expressly incorporate by reference ("Terms of Digital Assets Deposit"), govern your access to and use of the Saving Deposit Account, located at [Choise.com Website](https://choise.com) and Choise.com App or such other URL as may be designated by the Company from time to time, as well as any mobile apps or other related services or applications thereto ("Depositing Service").

We may change or amend these Terms of Digital Assets Deposit at any time at our sole and absolute discretion. Any changes to these Terms of Digital Assets Deposit will be in effect as of the “Last Updated” date referred to at the top of this page. You acknowledge and agree that the form and nature of the Terms of Digital Assets Deposit, and any part of it, may change from time to time without prior notice to you and that we may add new or remove existing features and change any part of the Depositing Service.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE A DEPOSIT ACCOUNT

1. Definitions.

The following definitions shall for all purposes, unless otherwise clearly indicated, apply to the respective terms used in this Terms:

“Digital Assets” means certain digital assets (including a virtual currency or virtual commodity), not issued by any government, bank or central organization,) which is a digital representation of value based on (or built on top of) a cryptographic protocol of a

computer network such as and not limited to Bitcoin and/or Ethereum.

“Digital Assets Address” means an identifier that is a destination for a transfer of Digital assets.

“Deposit” means a loan of Digital Assets made pursuant to and in accordance with these Terms.

“Deposited Assets” means any Digital Assets amount transferred in a Deposit hereunder until such Digital Assets are transferred back to the Company hereunder.

“Deposit account” means a deposit account opened by the CryptoDepositary for the Company, into which the Digital Assets amount is transferred on the deposit date and into which additional Digital Assets may be made during the term of the Terms.

“Deposit Interest Fee” means the fee provided by the CryptoDepositary for the Company for depositing Digital Assets.

“Maturity Date” means the predetermined future date upon which a Deposit becomes due in full.

2. Subject terms.

You may open as many Deposit Accounts as you want. All the conditions under which You place your Digital Assets you may see on the screen of your device and choose before You open the Deposit Account. **Acceptance of conditions (Fix or Flexible terms, including type and amount of chosen Digital Assets, the Terms for which they are placed, Maturity Date, expected APY rate, an amount of expected profit and etc.) is strictly necessary for the opening of the Deposit Account and placing your Digital Assets there.**

APY refers to projected yield. This yield is not an “interest” and is not guaranteed, and changes based upon terms of applicable conditions.

Subject to the terms and conditions hereof, the Company hereby agrees to transfer Digital Assets to the Deposit Account in the amount specified in the conditions before opening the Deposit Account (the Initial Deposit”), and the CryptoDepositary is obliged to return the Initial Deposit in such an amount of Digital Assets to the Company and pay the Interest accrued for the Deposit before the Maturity Date under conditions stipulated herein no later than 5 (five) business days after the Maturity Date. The CryptoDepositary

has the right to hold deposited Digital Assets for up to 30 days in case of early closing of the Deposit Account.

The Crypto Depository has the right to hold the deposited Digital Assets for up to 30 (thirty) days after the deposit is made by the Company in order to carry out the required verifications of the source of funds. In case of closing the Deposit Account earlier than 30 (thirty) days after it was deposited by the Company, the return period may be extended up to 35 business days.

The Company during the Deposit Period has the right to replenish the amount of the Deposit but has no right to partially withdraw funds from the Deposit before the Maturity Date (only right to the closing of the Deposit Account).

The CryptoDepository undertakes to return the Deposit and pay interest accrued on the amount of the Deposit in the amount and on the terms provided for by this Terms, and the terms and conditions for deposits of this type in force at the time of the transactions (the “Terms”).

In the event that the Company receives the Initial Deposit in violation of the terms of this Terms and/or receives the Initial Deposit from third parties, this Terms is considered not concluded.

Any Digital Assets received from the Company shall be returned by the Company's Crypto Depository to the same Digital Assets Address from which they were received. If Digital Assets are received from a third party, such Digital Assets are returned by the CryptoDepository to the third party, at the same Digital Assets Address from which they were received, no later than 5 (five) business days following the day such Digital Assets were received. At the same time, no interest is accrued on the Digital Assets specified in this paragraph.

If the assets deposited by the Company differ from the Digital Assets in which the Deposit is opened, then the conversion is carried out by the CryptoDepository at the exchange rate in force at the time of conversion on the KuCoin exchange (<https://www.kucoin.com>). The crypto depository has the right, at its discretion, to convert at the rate of another exchange (including, but not limited to, the Kraken exchange (<https://www.kraken.com>)).

3. Closing the Deposit Account

The Company shall transfer the Digital Assets into the Deposit account mentioned in this Terms.

Closing the Deposit Account means that the sum of your Digital Assets will be transferred to you. Closing the Deposit Account on fix Terms before the end of the term

and early withdrawal of Digital Assets in full means that you will lose all the profit. Closing the Deposit Account on flexible Terms before the end of the term and early withdrawal of Digital Assets in full means that you will get only the profit accrued by the time the account is closed.

The Saving Deposit Account will be automatically closed on the Maturity Date of the term for which you opened the Deposit Account.

4. Maturity Date.

The Maturity Date is the last day of the period selected when opening the Deposit Account, which begins on the day after the Initial Deposit is received on the Deposit Account.

The Deposit is placed by the Company for a period selected when opening the Deposit Account (the “Deposit Period”). The Deposit Period starts on the next day after the Initial Payment is credited to the Deposit Account.

5. Deposit interest.

Procedure for accrual and payment of Interest.

Based on the amount of the Initial Deposit, the CryptoDepository charges the Company with interest on the Deposit at the rate selected when You open the Deposit Account.

During the Deposit Period, the interest rate specified in this Terms may be updated at any time, but not more than once a year.

Interest on the amount of the Deposit shall accrue on a simple interest basis using the applicable annual interest rate (“APY”). Calculation and accrual of interest are based on the daily actual amount of the Deposit.

Interest on the deposit is calculated from the date of transfer of the Digital Assets to the Deposit Account until the Maturity Date. Interest on the deposit is accrued daily, but is paid by the Company's Crypto Depository on a monthly basis. Interest is calculated based on the actual number of calendar days in a calendar year (365 or 366 calendar days, respectively) and the actual number of calendar days in each calendar month. In case of early termination of the Terms, no interest on the Deposit by the CryptoDepository will be accrued.

Unless otherwise established by the Parties by signing the Supplementary Terms, no minimum amount of Deposited Assets is set for calculating Interest on a deposit;

Interest on the deposit must always be above 0% per annum;

6. Events of Default.

It is further understood that the following defaults shall constitute events of default hereunder and are hereinafter referred to as an “Event of Default” or “Events of Default”:

- (a) the failure of the Company to transfer Digital Assets amounts within three (5) Business Days of when due hereunder, (b) a material default in the performance of any of the other Terms, conditions, covenants, provisions or stipulations contained herein, (c) any bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors or dissolution proceedings shall be instituted by or against the CryptoDepository and shall not be dismissed within thirty (30) days of their initiation, or (d) any representation or warranty made herein proves to be untrue in any material respect as of the date of making or deemed making thereof.

7. Refund of a deposit. Termination of Deposit

The full amount of the Deposit is returned and the interest accrued on it is paid by the CryptoDepository on the Maturity Date by transferring the Digital Assets to the same Address of the Digital Assets from which they were received, provided that the Company sends the CryptoDepository an instruction to return the full amount of the Deposit and accrued interest no later than 5 (five) business days prior to the Maturity Date. The interest accrued under this Terms shall be paid simultaneously with the return of the full amount of the Deposit to the Company.

The commission for transferring the Deposit Company and accrued interest will be charged by the Cryptodepository from the Initial Deposit of the Company.

The deposit expires whichever happens first:

- (i) Maturity date;
- (ii) Early closing of the Deposit;
- (iii) in the event that the Deposited Assets, in the sole discretion of the CryptoDepository, may be: (1) recognized as securities, swaps, derivatives or other similar regulated financial instruments or assets by any regulatory body or court, or dispute resolution organization, or arbitrator; or (2) is subject to future regulation that will materially affect this Terms, the Deposit or the CryptoDepository's business.

8. Duties of the CryptoDepository and the Company.

The CryptoDepository is obliged to accrue and pay interest on the Deposit under the terms of this Terms, as well as to return the Deposit to the Company on time and on the terms of this Terms.

The CryptoDepository guarantees the confidentiality of information about the Digital Assets held in the Deposit as part of the execution of these Terms. Without the consent of the Company, certificates to third parties regarding the Digital Assets held in the Deposit under this Terms may be submitted only in cases provided for by applicable law, including at the decision and / or request of law enforcement agencies or judicial authorities.

In case of making changes and additions to the constituent and other documents of the Company, necessary for the conclusion of this Terms and requested by the CryptoDepository as part of the Know Your Client (KYC) procedure and/or Know Your Business (KYB) procedure, the Company is obliged to submit to the CryptoDepository such documents and/or documents confirming the introduction of changes and additions.

The Company is obliged to notify the CryptoDepository in writing of a change in its location address (with the provision of supporting documents), as well as changes in the personnel of the Company's management bodies within 5 (five) working days from the date of the change.

9. Redelivery in an Illiquid Market.

If CryptoDepository ceases or suspends trading in the Deposited Assets on the Maturity Date, the CryptoDepository and the Company will engage in good faith negotiations to reach an Terms on a substitute form of repayment for the affected Deposit or to otherwise temporarily suspend the requirement for the CryptoDepository to return the Deposited Assets, and such negotiation shall be binding on the Company.

10. Late Fee

For each Calendar Day in excess of the Maturity Date in which the CryptoDepository has not returned the entirety of the Deposited Assets or failed to timely pay any outstanding Deposit Fee (Interest), the CryptoDepository shall incur an additional fee (the "Late Fee") of a 1% (annualized, calculated daily) on all outstanding portions of the Deposited Assets.

11. Payment of Depositary Interest Fees and Late Fees

Unless otherwise agreed, any accrued but unpaid Deposit Interest and Late Fee payable under this Terms shall be paid by the Crypto Depositary, whichever occurs first:

- (i) after 1 (one) month from the Maturity Date or
- (ii) upon the expiration of one (1) month after the termination of all Deposits under this Terms (the “Payment Date”).

The Deposit Interest and the Late Fee are payable, unless otherwise agreed between the Crypto Depositary and the Company in writing, by the same deposited assets that were borrowed, at the same Digital Asset Address,

12. Representations and Warranties

The Company hereby make the following representations and warranties, which shall continue during the term of this Terms and any Deposit hereunder:

The Company represents and warrants that (i) it has the power to execute and deliver these Terms, to enter into the Deposits contemplated hereby and to perform its obligations hereunder, (ii) it has taken all necessary action to authorize such execution, delivery, and performance, and (iii) this Terms constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.

The Company hereto represents and warrants that it has not relied on the other for any tax or accounting advice concerning this Terms and that it has made its own determination as to the tax and accounting treatment of any Deposit, any Digital Assets or funds received or provided hereunder.

The Company hereto represents and warrants that it is acting for its own account unless it expressly specifies otherwise in writing.

The Company hereto represents and warrants that it is a sophisticated party and fully familiar with the inherent risks involved in the transaction contemplated in this Terms, including, without limitation, risk of new financial regulatory requirements, potential loss of Depositary Assets, and risks due to the volatility of the price of the Deposited Assets, and voluntarily takes full responsibility for any risk to that effect.

The Company represents and warrants that it is not insolvent and is not subject to any bankruptcy or insolvency proceedings under any applicable laws.

The Company represents and warrants there are no proceedings pending or, to its knowledge, threatened, which could reasonably be anticipated to have any adverse effect on the transactions contemplated by this Terms or the accuracy of the representations and warranties hereunder or thereunder.

The Company represents and warrants that to its knowledge the transactions contemplated in this Terms are not prohibited by law or other authority in the jurisdiction of its place of incorporation, place of principal office, or residence and that it has necessary licenses and registrations to operate in the manner contemplated in this Terms.

The Company represents and warrants that it has all necessary governmental and other consents, approvals, and licenses to perform its obligations hereunder.

The Company represents and warrants that it has made its own independent decisions to enter into any Deposit and as to whether the Deposit is appropriate or proper for it based upon its own judgment and upon advice from such advisers (other than another Party) as it has deemed necessary. It is not relying on any communication (written or oral) of the other Parties as investment advice or as a recommendation to enter into any Deposit, it is understood that information and explanations related to the terms and conditions of a Deposit will not be considered investment advice or a recommendation to enter into that Deposit.

The Company represents and warrants that it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions, and risks of any Deposit. It is also capable of assuming, and assumes, the risks of that Deposit. The other Parties are not acting as a fiduciary for or an adviser to it in respect of any Deposit.

The Company represents and warrants that it has or will have at the time of the transfer of any Deposited Assets, the right to transfer such Deposited Assets subject to the terms and conditions hereof, and free and clear of all liens and encumbrances other than those arising under this Terms.

The Company represents and warrants that is aware that transactions with Digital assets that involve international transfers do not remove the requirement to observe the exchange rules applicable to the country of origin of the currency, especially in the case of Saint Vincent and Grenadines, which imposes the realization of exchange operations exclusively through institutions authorized to operate in the exchange market.

13. Rights and Remedies Cumulative.

No delay or omission by a Party in exercising any right or remedy hereunder shall operate as a waiver of the future exercise of that right or remedy or of any other rights or remedies hereunder. All rights of each Party stated herein are cumulative and in addition to all other rights provided by law, in equity.

14. Survival of Rights and Remedies

All remedies hereunder and all obligations with respect to any Deposit shall survive the termination of the relevant Deposit, return of Deposited Assets, and termination of this Terms.

15. Governing Law

This Terms is governed by and shall be construed and enforced under, the laws of St. Vincent and Grenadines, without regard to any choice or conflict of laws rules.

16. Indemnification

The Company hereby agrees to indemnify, defend and hold harmless the CryptoDepositary and their respective affiliates and any of their respective officers, directors, employees, agents, consultants, or other representatives from and against all Liabilities, to the extent arising out of or relating to any Claim by any third party based on, arising out of or relating to Company's breach of any of its representations, warranties or obligations set forth in this Terms; provided, however, Company's obligation to provide such indemnity will not apply to the extent that such Liabilities are incurred as a result of the breach by Borrower in any material respect of their obligations under this Terms.

17. Miscellaneous

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders where necessary and appropriate.

By using the Depositing Service, you agree that Digital Assets placed into Saving Account may be temporarily transferred to third parties for a period not exceeding the period for which the Digital Assets were placed by you in the Depositing Service.

In accordance with the internal rules and regulations, the Company reserves the right to request the provision of additional information and data before allowing you to claim expected profits and your Digital Assets for using the Depositing Service.