

THIS AGREEMENT TOGETHER WITH THE INVESTOR BUSINESS TERMS (“TERMS”), RELATED ACCOUNT OPENING DOCUMENTS, THE HASHKEY EXCHANGE RULES, ELECTRONIC ACCESS AND TRADING ADDENDUM, AND ANY OTHER RELEVANT AGREEMENTS INTO WHICH THE CLIENT AND HBL HAVE ENTERED AND THE RULES CONTAIN IMPORTANT TERMS AND CONDITIONS THAT COLLECTIVELY CONSTITUTE THE ENTIRE AGREEMENT ON ALL ACCOUNTS MAINTAINED BETWEEN THE CLIENT AND HASH BLOCKCHAIN LIMITED (“HBL”).

BY ACCESSING OR USING ANY BROKERAGE SERVICES PROVIDED BY HBL, YOU HEREBY ACKNOWLEDGE, ACCEPT, AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT. THIS ACCEPTANCE IS EFFECTIVE IMMEDIATELY UPON FIRST ACCESS OR USE OF OUR SERVICES. IF YOU, AS A CLIENT, DO NOT AGREE WITH ANY PART OF THESE TERMS AND CONDITIONS, YOU ARE ADVISED TO DISCONTINUE ACCESSING OR USING OUR SERVICES IMMEDIATELY. PLEASE NOTE THAT THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGES WITH OR WITHOUT NOTICE, AND YOUR CONTINUED USE OF OUR SERVICES AFTER ANY CHANGES INDICATES YOUR ACCEPTANCE OF THE CHANGES.

CERTAIN RISKS RELATING TO VIRTUAL ASSETS TRADING AND RELATED SERVICES WHICH HBL MAY IN ITS ABSOLUTE DISCRETION PROVIDE TO THE CLIENT FROM TIME TO TIME ARE DESCRIBED IN THE TERMS. THESE TERMS DO NOT DISCLOSE OR DISCUSS ALL OF THE RISKS, OR OTHER SIGNIFICANT ASPECTS, OF CONDUCTING TRANSACTIONS OR OF THE TRANSACTIONS CONDUCTED. THE CLIENT SHOULD NOT CONSTRUE THESE OR ANY OTHER STATEMENTS AS LEGAL, TAX OR FINANCIAL ADVICE. HBL IS NOT ACTING AS THE CLIENT’S FINANCIAL ADVISOR AND THE CLIENT MUST NOT REGARD HBL AS ACTING IN THAT CAPACITY. THE CLIENT SHOULD CONSULT HIS OWN INDEPENDENT PROFESSIONAL ADVISORS BEFORE ENTERING INTO ANY TRANSACTION AND ONLY ENTER INTO A TRANSACTION IF THE CLIENT HAS FULLY UNDERSTOOD ITS NATURE, THE CONTRACTUAL RELATIONSHIP INTO WHICH HE IS ENTERING, ALL RELEVANT TERMS AND CONDITIONS AND THE NATURE AND EXTENT OF THE CLIENT’S EXPOSURE TO LOSS. THE CLIENT HAS BEEN RECOMMENDED TO READ THESE TERMS CAREFULLY AND RETAIN THESE FOR THE CLIENT’S RECORDS.

SPECIAL RISK WARNING FOR NON-PROFESSIONAL INVESTORS. TRADING IN VIRTUAL ASSETS INVOLVES A HIGH LEVEL OF RISK AND MAY NOT BE SUITABLE FOR ALL CLIENTS. VIRTUAL ASSETS ARE HIGHLY SPECULATIVE AND VOLATILE, WITH THE POTENTIAL FOR SIGNIFICANT AND RAPID PRICE FLUCTUATIONS. CLIENTS SHOULD CAREFULLY CONSIDER THEIR INVESTMENT OBJECTIVES, LEVEL OF EXPERIENCE, AND RISK APPETITE BEFORE ENGAGING IN VIRTUAL ASSET TRADING. CERTAIN TRADING PAIRS OR SERVICES MAY NOT BE AVAILABLE OR MAY BE RESTRICTED TO RETAIL CLIENTS.

PART 1: GENERAL TERMS

1. General

1.1. The Client agrees to be bound by this Agreement which provides for additional terms applicable to the Brokerage Services provided by HBL. For the avoidance of doubt, all terms and conditions in the Terms shall, where the context so allows, continue to apply to the Brokerage Services.

1.2. This Agreement shall be part of the Terms and, without prejudice to the generality of the foregoing, where the context so allows, reference in the Terms to “these Terms”, howsoever expressed, shall be read and construed as reference to the Terms as supplemented by this Agreement.

1.3. Save as expressly amended or supplemented by this Agreement, the Terms shall continue in full force and effect in all other respects.

2. Definitions and Interpretation

2.1. Capitalised terms used that are not otherwise specifically defined herein shall have the same meaning given to such terms when used in the Terms.

2.2. In this Agreement the following words and expressions shall have the following meanings: -

“Acceptance” has the meaning given to the term in Clause 3.1.4.

“Agreed Channel” has the meaning given to the term in Clause 3.1.1.

“Brokerage Platform” means an electronic platform operated by HBL for provision of Brokerage Services through such website(s) as may be notified by HBL from time to time (which, for the avoidance of doubt, includes all other subdomains).

“Brokerage Platform Rules” means the terms and conditions, policy and any other rules that apply to the Brokerage Platform, as published or notified by HBL from time to time.

“Brokerage Services” means the Virtual Asset trading services that are provided by HBL to the Client separately from HBL’s exchange platform subject to this Agreement and Brokerage Platform Rules.

“Brokerage Trading Hours” means the time-period during which Brokerage Services are provided by HBL, as published by HBL or otherwise notified to the Client.

“Brokerage Transaction” means any transaction conducted between the Client and HBL as part of the Brokerage Services in accordance with the terms of this Agreement. For the avoidance of doubt, each Brokerage Transaction is an off-platform back-to-back transaction where HBL, after receiving: (a) a purchase order from the Client, purchases a virtual asset from a third party and then sells the same virtual asset to the Client; or (b) a sell order from the Client, purchases a virtual asset from the Client and then sells the same virtual asset to a third party, and no market risk is taken by HBL.

“Brokerage Transaction Time” has the meaning given it in clause 3.1.6.

“Client Brokerage Account” mean the account, wallet, address, or storage device as designated by Client and whitelisted by HBL in connection with the Client’s use of Brokerage Services.

“Client Order” means a bid or an offer made by the Client to HBL in accordance with Clause 3.1.3 to purchase or sell a particular quantity of a specified Virtual Asset at a specified price (whether such price is denominated in a fiat currency or another Virtual Asset).

“HashKey Brokerage” means the suite of services including the Brokerage Services or any other services designated as such by HBL under such trade name.

“Hong Kong” means the Hong Kong Special Administrative Region.

“Instant Messenger Platform” means the instant messenger communication system(s) that is or are approved by HBL from time to time to be used to enter into Brokerage Transactions pursuant to this Agreement.

“Merchant” means any third-party approved by HBL to provide liquidity in relation to the Brokerage Services. HBL specifically discloses to the Client that such third-party may be a party affiliated with HBL.

“OFAC” means the United States Office of Foreign Assets Control.

“Person” means any individual, corporation, partnership, association, limited liability company, trust, estate or other entity, either individually or collectively.

“Quote” means a price (which may be denominated in a fiat currency or another Virtual Asset) at which a seller is willing to sell or a buyer is willing to purchase (as the case may be) a specified quantity of such Virtual Asset, submitted by HBL to the Client via Agreed Channel in accordance with Clause 3.1.2 indicating potential and non-binding terms on which such seller or buyer may be prepared to trade.

“Request” means a request for quote submitted by the Client to HBL via Agreed Channel and which specifies: (a) whether the Client is seeking to buy or sell a Virtual Asset; (b) the relevant Virtual Asset/Fiat; (c) the quantity of the Virtual Asset/Fiat; (d) other related details or arrangement.

“Settlement Date” means, in respect of an Brokerage Transaction, the date(s) on which the relevant consideration owing by one Party to the other Party shall be settled, as specified within the Quote, Client Order or Acceptance or otherwise in accordance with the Brokerage Platform Rules.

“Virtual Asset Network” means the computer network which normally adopts the distributed ledger technology to record Brokerage Transactions and govern the transfer of the applicable Virtual Asset.

2.3. References to dates and times in this Agreement and in documents entered into in connection with this Agreement shall, unless otherwise specified, be construed as dates and times of Hong Kong.

3. Brokerage Services

3.1. Requests, Quotes, Client Orders and Acceptance

3.1.1. During the term of this Agreement, the Client may submit a Request to HBL via an Instant Messenger Platform, the Brokerage Platform, email or other agreed electronic

instant messaging service or Brokerage Platform as available from time to time (“Agreed Channel”). Upon submitting the Request, the Client shall ensure it has pre-funded sufficient assets to the Client Brokerage Account in relation to the Request. Upon sending the Request, the Client also authorise HBL to freeze the Client Brokerage Account to facilitate the settlement and clearing of each Brokerage Transaction.

3.1.2. HBL may respond to a Request for quote by obtaining and providing a Quote via Agreed Channel to the Client. Alternatively, HBL may publish or communicate a Quote via Agreed Channel for the Client to confirm and such confirmation from the Client shall be deemed as Client Order.

3.1.3. Following the receipt of a Quote, the Client may submit a Client Order via Agreed Channel (by way of instruction or confirmation) to purchase or sell a particular quantity of a specified Virtual Asset at a specified price (whether such price is denominated in a fiat currency or another Virtual Asset) via Agreed Channel. Unless otherwise stipulated and communicated by HBL, the Client shall confirm, modify or cancel such Client Order within one (1) minute.

3.1.4. HBL shall, at its sole discretion, accept (“**Acceptance**”) or reject (or fail to accept) any Client Order via an Agreed Channel, provided that any Acceptance shall take place prior to the receipt by HBL of any cancellation or modification by the Client of the Client’s relevant Client Order. Should HBL not accept a Client Order, HBL may, at its sole and absolute discretion, provide a further Quote to the Client or unfreeze the Client Brokerage Account in relation to the Brokerage Transaction.

3.1.5. Subject accordingly to Clause 3.1.7, any Acceptance by HBL shall be considered to be irrevocable and, each of the Parties will be deemed to be entering into a legally binding Brokerage Transaction to buy or sell (as applicable) the legal and beneficial title to, and all rights and interests in, the relevant Virtual Asset free from encumbrances upon such terms and at such price (whether denominated in a fiat currency or another Virtual Asset) as set out, or referred to, in the relevant Client Order or Acceptance (an “**Brokerage Transaction**”). All such Brokerage Transactions will be subject to the terms and conditions of this Agreement and, where applicable, the Brokerage Platform Rules. For the avoidance of doubt, any inconsistency among applicable terms shall be settled according to the following order of priority: (a) trade confirmation sent by HBL (if any); (b) product terms / addendum / schedules applicable to the specific product; (c) this Agreement; and (d) the Brokerage Platform Rules.

3.1.6. Following the entry into a Brokerage Transaction, HBL shall, send to the Client a summary of the terms of the Brokerage Transaction as a record of the terms of the Brokerage Transaction and contain details to identify such Brokerage Transaction including the following information: (a) the type of Virtual Asset purchased or sold; (b) whether HBL is purchasing or selling such Virtual Asset; (c) the price at which the Virtual Asset is purchased or sold (“**Brokerage Transaction Price**”); and (d) the date and time of the Brokerage Transaction (“**Brokerage Transaction Time**”); provided however that any failure to send, or a delay in sending, such summary (or failure to include the specified information above) shall

not affect the validity of a Brokerage Transaction (and shall not entitle the Client to any claims in damages).

3.1.7. Notwithstanding Clause 3.1.5 or any other provisions in this Clause 3, if HBL discovers that any Quote, Client Order, Acceptance and/or summary contained any error in connection with any Brokerage Transaction which results in an erroneous Brokerage Transaction (including but are not limited to (i) Brokerage Transaction Prices that are significantly different than prevailing market prices at the Brokerage Transaction Time; and (ii) Brokerage Transaction Prices resulting from executions where the bid was greater than its offer at the same Brokerage Transaction Time), HBL will notify the Client as soon as reasonably practicable if an erroneous Brokerage Transaction is identified and any Brokerage Transaction that would have been entered into but for this Clause 3.1.7 shall be deemed null and void or may modify as agreed by HBL at its sole discretion. However, HBL shall not be able to exercise its rights under this Clause 3.1.7 in respect of any Brokerage Transaction where the consideration due to the Client has already been settled in accordance with Clause 3.2 at the time of discovery of the error by HBL provided that should a Client identify an erroneous Brokerage Transaction before the relevant Settlement Date, Client is obliged to notify HBL of such error promptly, otherwise, HBL, within its sole discretion, may declare such Brokerage Transaction null and void or may agree to modify such Brokerage Transaction .

3.1.8. Requests, Quotes, Client Orders and Acceptances may only be submitted, made or received by the Client acting through any one of its Authorised Persons (or through the Client itself or himself). HBL shall be entitled to assume, without independent verification, that a person holding out to be an Authorised Person of the Client on an Agreed Channel is indeed the Authorised Person.

3.1.9. HBL makes no representations or warranties regarding the actions, functionality, reliability or financial condition of any Merchants on the platform. Save for a Price Adjustment Loss whereby HBL bears the loss, to the extent permitted by applicable laws, HBL shall not be responsible or liable for any default, error or negligence of Merchants.

3.1.10. HBL is not obligated to facilitate any transactions with Brokerage Services outside the Brokerage Trading Hours. HBL reserves the right to adjust the Brokerage Trading Hours at its sole discretion. Any changes to the Brokerage Trading Hours will be published by HBL or otherwise notified to the Client in a timely manner.

3.2 Settlement

3.2.1 In connection with the entry into each Brokerage Transaction, in respect of the consideration due from the Client for the Brokerage Transaction, the Client expressly authorizes HBL to pay or deliver, after deduction of service fees, as applicable and in any event by no later than the relevant Settlement Date:

(a) such amount of fiat currency in immediately available funds; or

(b) such quantity of the relevant Virtual Asset on the applicable Virtual Asset Network,

to the relevant counterparty in each case as applicable to that Brokerage Transaction. The Client agrees and acknowledges that with respect to all wire transfers from Client to HBL, the name on the originating account must match exactly the Client name as provided by Client to HBL. And in any event, HBL reserves the right to reject the wire transfer which are deemed suspicious by HBL.

The Client acknowledges that the successful execution of an Brokerage Transaction and its exact Settlement Date may depend upon factors such as verification, settlement, and processing by banks, the Merchants, the blockchain networks and other relevant third-party service providers. Therefore, while HBL will strive to adhere to initially agreed Settlement Dates, the precise timing of settlement may be subject to changes in response to these external conditions. HBL reserves the right to adjust the Settlement Date due to such delays, and any adjustments shall be communicated to the Client as soon as practically possible. Such Settlement Date as communicated to the Client in writing from time to time shall prevail.

3.2.2. Following the entry into each Brokerage Transaction, and conditional on Client having pre-funded and delivered the relevant amount of fiat currency or quantity of Virtual Asset referred to in Clause 3.2.1, HBL shall as soon as reasonably practicable ensure that the following is paid and/or delivered (and in any event by no later than the relevant Settlement Date), after deduction of service fees:

(a) such amount of fiat currency in immediately available funds; or

(b) such quantity of the relevant Virtual Asset on the applicable Virtual Asset Network,

in each case as applicable to that Brokerage Transaction to such account, wallet, address, or storage device as designated by Client and whitelisted by HBL (or as otherwise agreed by both Parties) (each, a “**Client Brokerage Account**”).

3.2.3. Where HBL does not receive the consideration from the Client in accordance with Clause 3.2.1 in full, HBL will not need to comply with its obligations in Clause 3.2.2, and HBL shall have the right to terminate the relevant Brokerage Transaction in HBL’s sole discretion. Virtual Assets shall be deemed to be received by HBL only upon the block containing the relevant transfer details achieving a block height of such number (determined by HBL acting in good faith) as would represent a definitive transfer.

3.2.4. In connection with any Brokerage Transaction, if either Party mistakenly transfers an amount of fiat currency or quantity of Virtual Asset to the other Party that exceeds the relevant amount or quantity (as applicable) pursuant to the agreed terms of the Brokerage Transaction, such excess shall be returned by the other Party to the first Party as soon as reasonably practicable.

3.2.5. HBL reserves the right to appoint a settlement/transaction agent to carry out the transactions set out at Clauses 3.2.1 and 3.2.2 above on its behalf. Such settlement/transaction agent (if appointed) will receive, pay out and/or deliver fiat currency

or Virtual Asset (as the case may be) on behalf of HBL and the Parties agree that any such fiat currency or Virtual Asset received, paid out and/or delivered by the settlement agent shall be deemed as received, paid out and/or delivered by HBL itself (as the case may be).

3.2.6. HBL acts on the Client's instructions in relation to each OPT Transaction. The Client understands and agrees to bear all risks associated with these transactions, including but not limited to financial, operational and other types of risk. These risks might arise from factors such as delivery failures from other parties, settlement delays or failures, and system or mechanism malfunctions. The Client expressly assumes all risks related to the settlement of transactions, recognizing that successful settlement is subject to various factors outside HBL's control such as market conditions, system availability, and third-party actions. Save for a Price Adjustment Loss whereby HBL bears the loss, to the extent permitted by applicable laws, HBL will not be liable for any failures or delays in carrying out these transactions, including instances where Clients fail to deliver assets. Consequently, HBL does not guarantee the timely, successful or complete settlement of transactions.

3.3. Service fees: HBL is entitled to deduct or charge service fees in relation to Brokerage Services. The applicable fees shall be published on HBL's official website or otherwise notified to the Client. By proceeding with any Brokerage Transaction, the Client acknowledges and agrees to the fee structure as published or notified by HBL and expressly authorise HBL to deduct such fees as necessary.

3.4. Trading Restrictions: HBL reserves the right, at its reasonable discretion, to impose, amend, or remove restrictions, parameters, or limits applicable to any transaction or Client of Brokerage Services. These measures may include but are not limited to: (i) controls over maximum Request sizes; (ii) limits on HBL's total exposure to Client; (iii) filters against duplicative or clearly erroneous Requests and/or Brokerage Transactions; or (iv) any other controls required by applicable regulations or HBL's internal policies and procedures. Furthermore, HBL may only offer certain Virtual Assets under Brokerage Services exclusively to Professional Investors. Such trading restrictions may delay, prevent, or modify the submission and execution of Requests, including the decision by HBL not to respond to and/or confirm certain Requests. The Client acknowledges and agrees to adhere to these restrictions and to assume responsibility for any Request and/or Brokerage Transaction that breaches these constraints or exceeds established limits. HBL retains the right to withhold response or confirmation to any Request, even if it falls within the established parameters. Any changes to these restrictions will be communicated to the Client in a timely manner, where practicable.

4. Representations, Warranties and Undertakings

4.1 Upon entry into this Agreement, immediately before each Instruction, and on the date of each Brokerage Transaction and Settlement Date, the Client shall be deemed to repeat to HBL the representations, warranties and undertakings set out in Clause 11 of the Terms.

4.2 The Client agrees, understands and acknowledges that:

(a) **Principal Role:** In providing the Brokerage services, HBL acts as a principal engaging in off-platform back-to-back transactions with clients. The Client understands and acknowledges to all risks associated with these transactions, including but not limited to financial, operational, and other types of risk. These risks might arise from factors such as delivery failures from other parties, settlement delays or failures, and system or mechanism disruptions. The Client expressly assumes all risks related to the settlement of transactions, recognizing that successful settlement is subject to various factors outside HBL's control such as market conditions, system availability, and third-party actions. In the event of default of a transaction by a Merchant, HBL shall communicate the change in status and any potential resulting delay in settlement with the Client and nevertheless be committed to honour the trade by formally resubmitting the client order to other LPs. Where the price from such resubmission is worse than the original price, HBL is committed to bear the loss and complete the Brokerage Transaction with the Client at the original price ("Price Adjustment Loss"). Save as provided herein and as permitted by applicable laws, HBL will not be liable for any failures or delays in carrying out these transactions, including instances where Clients fail to deliver assets. Consequently, HBL does not guarantee the timely, successful or complete settlement of transactions;

(b) **Affiliation with Virtual Asset Issuers:** Save as specifically disclosed, HBL does not maintain affiliations with any virtual asset issuers. Such affiliations, if any, will be managed subject to the rules and policies set forth by the SFC;

(c) **Independence as Intermediary:** Save as specifically disclosed, HBL asserts its role as an independent intermediary in providing the Brokerage services. We will refrain from accepting fees, commissions, or any other monetary gains from any parties concerning our distribution of virtual assets or making virtual assets accessible for your trading. Save as specifically disclosed, we do not have affiliations, legal ties, or financial connections with virtual asset issuers, and we also do not receive any non-monetary benefits from any party that could potentially compromise our impartiality towards any specific virtual asset, class of virtual assets, or any virtual asset issuer;

(d) **Benefit from Price Improvements:** HBL discloses and the Client expressly agrees that HBL shall fully retain any monetary benefit arising from price improvements in Brokerage Transactions. The Client further understands that such monetary benefit may be up to 1% of the transaction amount, and should the monetary benefit retained from price improvements exceed this 1% threshold, HBL will disclose the actual amount of such excess or actual amount of the monetary benefit of the transaction to the client on a post transaction basis in writing as soon as possible;

(e) The Client expressly authorizes HBL to initiate, facilitate, confirm, and settle all transactions executed by the Client in accordance with the terms stipulated in this Agreement. The Client further authorizes HBL to take any necessary actions relating to the Client's accounts, including but not limited to freezing, unfreezing, adjusting the balance, suspending or conducting other activities as may be required to facilitate the execution and settlement of transactions as envisioned herein;

(f) The Client certifies and warrants that it complies, and will continue to comply, with all applicable anti-money laundering (AML), know-your-customer (KYC), and sanctions laws, regulations, and obligations;

(g) All accounts or wallet addresses provided by the Client are owned exclusively by the Client, and no third party has any rights, claims, interests, or control over these accounts or wallet addresses;

(h) In addition to the onboarding requirements for HashKey Exchange, HBL may request documents for KYC (Know Your Customer) and AML (Anti-Money Laundering) purposes. Client hereby represents and warrants that all the documents and information furnished by it are true, accurate and complete in all respects, and there is no matter, event, circumstance or any other information which has arisen which would make any documents and information provided misleading or incomplete, or any fact or information the omission of which would make any documents and information provided misleading or incomplete;

(i) each Client Brokerage Account (i.e. any account, wallet, address, or storage device as designated Client (or as otherwise agreed by both Parties)) is legally and beneficially solely owned by the Client at all times, including but not limited to immediately prior and after each Brokerage Transaction;

(j) HBL is not providing and will not provide any fiduciary, advisory, exchange or other similar services with respect to the Client, any Person related to or affiliated with the Client, or any Brokerage Transaction subject to this Agreement;

(k) HBL is not making any express or implied representations or warranties in respect of the functionality, usability, tradability, technical specifications or other characteristics of any Virtual Asset or any Virtual Asset Network;

(l) notwithstanding any other provisions in this Agreement, any obligation by HBL to pay, transfer and/or deliver any Virtual Assets to the Client are deemed to be fulfilled in full where HBL has taken all reasonable steps (including the issuance of transfer instructions to the relevant Virtual Asset Network) to effect the transfer of such Virtual Assets, notwithstanding any security breaches to any Client Brokerage Account or any malfunctioning or hacking of the relevant Virtual Asset Network or any other technological issues. Further, in connection with any Brokerage Transaction, if, due to causes beyond HBL's control, HBL is unable to access Virtual Assets in a HBL Wallet or otherwise obtain, withdraw, or effect a transfer of the relevant Virtual Assets, HBL shall have the option to terminate and rescind any Brokerage Transaction, in which case the Client shall be refunded any fiat currency or Virtual Asset received by HBL in accordance with Clause 3.2.1;

(m) Client has such knowledge and experience in financial matters, business and technology, including but not limited to blockchain technology and other considerations relating thereto to be able to evaluate the risks and merits of this Agreement and Brokerage Transaction(s) to be entered into by Client pursuant to this Agreement and is able to bear such risks; and

(n) The Client recognizes that the nature of Brokerage Transactions carries an inherent risk, including but not limited to, the risk of failing to deliver or receive the agreed upon assets in a timely manner and the potential for fraudulent or erroneous transactions. The Client acknowledges that HBL does not have control over the counterparties or settlement process and is not responsible for any losses or damages that might occur as a result of settlement-related issues beyond its control.

4.2.1. The Client further agrees, represents and warrants that: (a) in entering into any such Brokerage Transactions, the Client has not relied on any statement or other representation or warranty of HBL other than as expressly set forth herein; (b) the entry into this Agreement and any Brokerage Transactions, and the trading of Virtual Assets pursuant thereto, by the Client will not violate any applicable laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees ("**Laws**") in which the Client is incorporated, located, or domiciled or any other applicable Laws. The Client will seek advice from independent professional advisors where appropriate.

4.2.2. **Client Misconduct:** The Client agrees not to engage in any fraudulent activity, market manipulation, misuse of the platform, or any other conduct that breaches the obligations under this Agreement, the Terms or any applicable law or regulation, including without limitation, activities such as unauthorized access to other Client accounts, abusive trading strategies, or any other disruptive or deceptive practices. If HBL, in its sole discretion, suspects or determines that the Client has violated any of these terms or any applicable law or regulation, HBL reserves the right to investigate the matter and, depending on the severity of the violation, take appropriate action. This may include, but is not limited to, the suspension or termination of the relevant Client's account or functionality, reporting the conduct to relevant authorities, or pursuing legal action. The Client hereby acknowledges and accepts that any losses, damages or liabilities arising as a result of their misconduct or violation of this Agreement, the Terms or any applicable law or regulation shall fall exclusively under their responsibility. Further, the Client agrees that HBL shall not be held accountable or liable for any such losses, damages or liabilities originating from the Client's actions contrary to this Agreement, the Terms or any applicable law or regulation.

5. Supplementary Provisions

5.1. **Amendment**: HBL reserves the right to modify or amend this Agreement at any time and at its sole discretion whenever deemed necessary, with or without notice.

5.1.1 **Data Consent**: The Client hereby grants consent to HBL to collect, retain, and relay any data, personal or otherwise, provided by the Client in relation to the Brokerage Services. This consent includes, but is not limited to, data necessary for record-keeping purposes, compliance with regulatory requirements, the proper facilitation, and administration of the Brokerage Services. HBL will retain this data for a period as required by applicable laws or as necessary for the purposes stated herein. The data collected will be handled in accordance with HBL's Privacy Policy. The Client may withdraw this consent at any time, subject to legal or contractual restrictions and reasonable notice.

5.2. **Limitation of Liability**

(a) Under no circumstance shall HBL, inclusive of its directors, officers, employees, contractors, agents, and affiliates (collectively, the "HBL Parties"), be liable for any special, indirect, incidental, punitive, consequential, or exemplary damages of any kind (including but not limited to damages resulting from loss of profits, loss of business, loss of data, loss of goodwill, or business interruption), regardless of whether such damages are based on warranty, contract, tort (including negligence), strict liability, or any other legal theory, that arise out of or in connection with any Brokerage Transaction or this Agreement, even if the HBL Parties have been expressly advised of the potential for such damages.

(b) Notwithstanding anything to the contrary in this agreement, HBL Parties disclaim all responsibility and liability for any default, error, or negligence by third-party merchants or entities. Furthermore, save for a Price Adjustment Loss whereby HBL bears the loss, HBL Parties expressly disclaim all liability for any delay, failure, or disruption in the settlement of transactions, loss of assets in Client accounts, or any actions or decisions made in relation to the initiation, facilitation, confirmation, or settlement of transactions that are caused by circumstances beyond the reasonable control of HBL.

(c) HBL Parties shall not be responsible or liable for any loss or damage resulting from any cause beyond their reasonable control, including, but not limited to, hardware or software failures or malfunctions, disruptions or latency in internet or network access, blockchain-related issues, unauthorized access or theft, operator errors, labor disputes, acts of nature, wars, or restrictions imposed by any government or regulatory authority.

(d) HBL Parties assume no liability for any loss or damage arising from any actions, decisions, or omissions by the Client, including, but not limited to, any breach of this Agreement or any inaccuracies, errors, or delays in information provided by the Client.

(e) The total aggregate liability of HBL Parties in relation to any Brokerage Transaction will in no event exceed the lesser of: (i) the consideration (as denominated in the relevant fiat currency or Virtual Asset) owed by HBL to the Client in respect of that Brokerage Transaction, or (ii) the actual amount of direct damages incurred by the Client. The existence of multiple claims will not serve to increase this limit. The Client acknowledges and agrees that these limitations of liability are an essential basis of this Agreement and that HBL would not consent to any Brokerage Transaction without these limitations.

5.3. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Hong Kong. Any dispute, controversy or claim arising out of or in connection with these Terms shall be finally and exclusively settled by arbitration in Hong Kong by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be construed and interpreted in accordance with Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

5.4. Language

If there is any inconsistency or conflict between the English and Chinese versions of this Agreement, the English version shall prevail.

Electronic Access and Trading Addendum

1. Trading System. HBL may provide Client online access to Brokerage Platform or any proprietary electronic trading system (the “**Trading System**”) for use in connection with the Trading Services. If Client utilizes the Trading System, the term “**Trading Services**” as used herein shall be deemed to include the Trading System. Any access to and use of the Trading System will be subject to the terms of this Electronic Access and Trading Addendum (“**Electronic Trading Addendum**”).

2. Executed Brokerage Transactions. If HBL accepts a duly made Request through the Trading System, the resulting Brokerage Transaction (each, a “**Brokerage Transaction**”) will be deemed a completed Brokerage Transaction for purposes of the Agreement.

3. License. HBL hereby grants Client, for the term of the Electronic Trading Addendum, a limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use (and allow its Authorized Users to use) the Trading System pursuant to the terms of the Electronic Trading Addendum. HBL or its licensors retain all rights, title and interest in and to the Trading System, including all source code, object code, data, information, copyrights, trademarks, patents, inventions and trade secrets embodied therein, and all other rights not expressly granted to Client hereunder. Nothing in the Electronic Trading Addendum constitutes a waiver of any of HBL’s rights under the intellectual property laws of the United States, Hong Kong, Singapore or any other jurisdiction or under any other federal, state, or foreign laws.

4. Security and Access. Client may access the Trading Services only through use of one or more passwords, security devices or other access methods as provided by HBL (collectively, “**Access Methods**”). Client is solely responsible for ensuring that Client’s Access Methods are known to and used by only those users that Client authorizes (“**Authorized Users**”). Client agrees to comply with any reasonable procedures established by HBL for the pre-approval and authorization of Authorized Users. Client acknowledges that HBL, in its sole discretion, may deny access to the Trading Services to any user of Client’s Access Methods. Client will be (i) solely responsible for all acts or omissions of any person using the Trading Services through Client’s Access Methods, (ii) solely responsible for any losses, damages or costs that Client may incur as a result of errors made by, or the failure of, the software or equipment that Client or any Authorized Users use to access the Trading Services, and (iii) without limitation of the foregoing or any other provision of the Electronic Trading Addendum, bound by the terms of any and all Brokerage Transactions executed and/or Requests accepted through the Trading System using Client’s Access Methods, in each case unless due to HBL’s willful misconduct. All transmissions generated by use of Client’s Access Methods will be deemed to be authorized by Client and made by an Authorized User whether or not HBL acknowledges receipt of such transmission and HBL shall be entitled to act in reliance on such deemed authorization, unless due to HBL’s willful misconduct. If any of Client’s Access Methods have been modified, lost, stolen or compromised, Client will promptly notify HBL. Upon receipt of this notice, such Access Methods will be cancelled or suspended as soon as is reasonably practicable, but Client is responsible for any actions taken through the use of such Access Methods prior to such cancellation. Client will immediately report any apparent malfunction or breach of security of which Client becomes aware or experiences with the Trading Services. In the event of a dispute, HBL’s communications and Brokerage Transactions log of all Quotes, Brokerage Transactions and communications regarding Brokerage Transactions by Client or its Authorized Users or their Access Methods (the “**Brokerage Transactions Log**”) will be conclusive evidence of the communications contained in them. Client agrees not to contest

the validity or enforceability of the Brokerage Transactions Log in any legal proceedings between the Parties.

5. Use of the Trading Services.

5.1 HBL may at any time, in its sole discretion, restrict the number of Authorized Users and impose restrictions, limits or parameters on Requests or Clients. HBL maintains filters to prevent Requests that do not comply with financial, operational and risk control requirements. These pre-trade restrictions, limits and parameters may delay or prevent Requests from being submitted, require HBL to not respond to and/or confirm Requests, or result in delays in the execution of Brokerage Transactions. Such restrictions, limits and parameters may be amended, increased, decreased, removed or added to by HBL in its sole discretion, upon notice to Client, if practicable, and may include (without limitation): (i) controls over maximum Request sizes; (ii) controls over HBL's total exposure to Client; (iii) controls over Requests and/or Brokerage Transactions that may indicate duplicative or clearly erroneous Requests and/or Brokerage Transactions; or (iv) any other restrictions, limits, parameters or controls that HBL may be required to implement in accordance with applicable regulations or its internal policies and procedures. Client agrees to abide by such restrictions and to be responsible for any Request and/or Brokerage Transaction that violates such restrictions or exceeds such limits. Even if a Request is within the restrictions, limits and parameters set by HBL, HBL has sole discretion to not respond to and/or confirm such Request.

5.2 HBL has no responsibility for the transmission of Requests that are inaccurate or not received by HBL, and Brokerage Transactions may be executed on the terms actually received by HBL.

5.3 Client agrees that HBL, in providing access to the Trading Services, has not acted and is not acting as a fiduciary and has not provided (or held itself out as providing) recommendations or advice respecting particular investment decisions.

5.4 Client may not make the Trading Services available in any form to any person or entity without the prior written consent of HBL, except as permitted under the Electronic Trading Addendum. Client may not rent, sublicense, sell or lease, directly or indirectly, the Trading System or any portion thereof to any third party, and may not alter, modify, decompile, disassemble, or reverse engineer the Trading System. Any attempt to use, copy, or convey the Trading System in a manner contrary to the terms of the Electronic Trading Addendum or in competition with HBL or in derogation of HBL's proprietary rights, whether such rights are stated herein or determined by law or otherwise, will result in the Electronic Trading Addendum being automatically terminated and HBL shall have all rights and remedies available to it under applicable law, including without limitation, the right to immediate injunctive relief. Client hereby acknowledges that all other remedies are inadequate.

5.5 Client acknowledges that Brokerage Transactions will be executed at the price in the Quote, which may be different from the price at which the Virtual Asset is trading in other markets or with other counterparties when the Brokerage Transaction is completed.

5.6 The Trading Services may malfunction or become temporarily unavailable due to a computer malfunction or network congestion or some other reason. HBL does not guarantee that the Trading Services will be available at all times, and it is not responsible for losses, damages or costs incurred or suffered by Client as a result of the unavailability or malfunction of the Trading Services.

5.7 Regardless of any other provision of the Electronic Trading Addendum, HBL has the right to suspend or terminate (at any time, with or without cause or prior notice) all or any part of

the Trading Services, or Client's access thereto, for any reason, including but not limited to, changing the features or functionality of the Trading Services, or changing the limits on the trading Client may conduct through the Trading Services, all without any liability to Client. Client understands it can have no expectation of any use or continued use of the Trading Services.

6. Representations and Warranties. Client represents and warrants as follows, which representations and warranties will be deemed repeated each time Client uses the Trading Services:

6.1 All necessary action has been taken to authorize Client to enter into the Electronic Trading Addendum, and the Electronic Trading Addendum is valid and binding upon it.

6.2 All information contained herein and in any form or other document provided to HBL is true and complete in all respects, except to the extent that Client has provided notice of any change to HBL.

6.3 Client's use of the Trading Services will comply with all applicable statutes, regulations, rules, judgments, orders, decrees, rulings, charges and other restrictions of any government, governmental agency, or court ("**Applicable Law**").

7. Data. With respect to any Quote, market data or other data or information that HBL provides to Client in connection with Client's use of the Trading Services, Client agrees that (i) HBL is not responsible or liable if any such Quote, data or information is inaccurate or incomplete in any respect; (ii) HBL is not responsible or liable for any actions that Client takes or does not take based on such Quote, data or information; (iii) Client will use such Quote, data or information solely for the purposes set forth in the Electronic Trading Addendum and in compliance with Applicable Law; and (iv) such Quote, data or information is proprietary to HBL or its licensors, and Client will not (x) distribute, retransmit, display or otherwise disclose or make available such Quote, market data or other data or information to third parties except as required by Applicable Law, nor (y) enhance, alter or make derivative works from such Quote, market data or other data or information, or combine such Quote, market data or other data or information with any other information without the prior written consent of HBL.

8. Other Activities. HBL may engage in trading in the markets reflected through the Trading Services for HBL's proprietary accounts, which could affect the value or terms of Brokerage Transactions and HBL may enter into Brokerage Transactions at prices different from the prices reflected to Client through the Trading Services.

9 Monitoring. HBL reserves the right, in its sole discretion, to monitor all uses of the Trading System to ensure compliance with the Electronic Trading Addendum and the policies and procedures of HBL and its affiliates in effect from time to time. Client acknowledges and agrees that HBL and its affiliates have the right to monitor, record and investigate all uses of the Trading System by Client.

10 Limitation of Liability; No Warranty.

10.1 HBL EXPRESSLY DISCLAIMS LIABILITY FOR ANY DELAY IN EXECUTION OR THE FAILURE TO EXECUTE ANY BROKERAGE TRANSACTION MADE THROUGH USE OF THE TRADING SERVICES. HBL FURTHER EXPRESSLY DISCLAIMS LIABILITY FOR CLIENT'S INABILITY TO ENTER, EXECUTE OR CANCEL ALL OR PART OF ANY BROKERAGE TRANSACTION EFFECTED THROUGH USE OF THE TRADING SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT HBL IS NOT A GUARANTOR OF ANY INVESTMENT MADE HEREUNDER. IN NO EVENT WILL HBL BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY LOSSES, LIABILITIES, DAMAGES, FEES OR EXPENSES OF CLIENT ARISING FROM THE ELECTRONIC TRADING ADDENDUM, THE TRADING

SYSTEM OR ANY QUOTES OR OTHER INFORMATION PROVIDED THROUGH THE TRADING SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT DAMAGES, LOST PROFITS, TRADING LOSSES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF INVESTMENTS OR EXPENDITURES OR ANY OTHER SUCH DAMAGES, ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT HBL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT ACKNOWLEDGES THAT DETRIMENTAL FINANCIAL RESULTS MAY OCCUR THROUGH USE OF THE TRADING SERVICES AND ACCEPTS ALL FINANCIAL CONSEQUENCES RESULTING FROM SUCH USE. THE SOLE AND EXCLUSIVE REMEDY OF CLIENT FOR ANY BREACH OF THE ELECTRONIC TRADING ADDENDUM BY HBL SHALL BE TERMINATION OF THE ELECTRONIC TRADING ADDENDUM.

10.2 THE TRADING SYSTEM IS LICENSED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, AND HBL SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE TRADING SYSTEM, INCLUDING WITHOUT LIMITATION, (A) THE WARRANTIES THAT IT IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, (B) THAT THE TRADING SYSTEM WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (C) THAT ANY INFORMATION PROVIDED BY CLIENT WILL BE SECURE AND NOT LOST OR DAMAGED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE TRADING SYSTEM IS BORNE BY CLIENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE ELECTRONIC TRADING ADDENDUM. NO USE OF THE TRADING SYSTEM IS AUTHORIZED HEREUNDER EXCEPT AS PERMITTED UNDER THE ELECTRONIC TRADING ADDENDUM.

11 General Provisions. The Electronic Trading Addendum and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior Agreements and understandings, written or oral, between the parties with respect thereto. In the event of any conflict between the Electronic Trading Addendum and the Agreement or the Terms, the terms of the Electronic Trading Addendum will control regarding the Trading Services. The Electronic Trading Addendum may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Transmission by telecopy, email or other form of electronic transmission of an executed counterpart of the Electronic Trading Addendum shall be deemed to constitute due and sufficient execution and delivery of such counterpart.