

• **USDI Exchange Service Agreement**

Party A Name:

Registration Number:

Contact Phone:

Email:

Party B Name: Triphosphate Limited

Registration Number: 2158941

WHEREAS Party A has a demand to exchange its legally held USDT for USDI issued by Party B, and Party B has the ability and qualification to provide such exchange service and operates relevant business through its online platform. The two parties have reached the following agreement through friendly negotiation:

1. Service Content

1.1. Party B agrees to provide Party A with a service of exchanging the held consideration (USDT) for USDI through its online platform (Platform Name: Interstellar Payment Network (referred to as "IPN"), Platform URL: <https://interpaystellar.com>) under the conditions and procedures agreed in this Agreement.

1.2. Party A shall create an account on Party B's "IPN" platform according to the guidelines, complete identity verification and bind relevant wallet addresses and other necessary operations. Thereafter:

1.2.1. Party A shall transfer the USDT legally and compliantly owned by Party A to the ETH address specified by Party B's platform according to the method, channel or platform instruction process required by Party B. After receiving Party A's exchange request, Party B shall deduct the corresponding USDT from the specified account according to the exchange quantity requested by Party A and then pay the corresponding quantity of USDI to the Nervos (CKB) wallet address specified by Party A on the "IPN" platform. Party A can withdraw USDI to the white-listed CKB address of Party A under the conditions stipulated by Party B's platform.

1.2.2. Party A can raise a request to exchange USDI for USDT. After receiving Party A's exchange request, Party B shall deduct the corresponding USDI from the specified CKB account according to the exchange quantity requested by Party A and then pay the corresponding quantity of USDT to the ETH wallet address specified by Party A on the "IPN" platform. Party A can withdraw USDT to the white-listed ETH address of Party A under the conditions stipulated by Party B's platform.

1.2.3. All the above exchanges have exchange limits, exchange frequencies, arrival time limits and other necessary supplementary material requirements, which shall be subject to the exchange rules valid at that time of Party B.

1.3. Both parties confirm that this exchange service is only based on the true and legal trading intentions of both parties, and all trading behaviors shall comply with the requirements of relevant laws and regulations and shall not be used for any illegal purposes. Party B's platform will record all information related to transactions, including but not limited to transaction time, transaction amount, wallet address changes, etc., to meet the compliance supervision requirements. According to the requirements of relevant laws and regulations, including but not limited to the Anti-Money Laundering Law and the Anti-Terrorist Financing Law, and the decrees of the competent authorities, measures such as freezing and seizing the digital assets controlled by Party B's platform shall be taken.

2. Exchange Ratio, Fees and Limitation of Time

2.1. Both parties agree to conduct exchange transactions according to the exchange ratio between the relevant consideration and USDI announced on the "IPN" platform at the time of signing this Agreement. The exchange ratio and the resulting exchange handling fees (if any) shall be subject to the display on the exchange transaction confirmation page of the "IPN" platform.

2.2. The handling fees (if any) arising from the exchange shall be borne by Party A.

2.3. Party B has the right to adjust the exchange ratio or handling fees according to factors such as market conditions, operating costs, and risk status. If Party B decides to adjust relevant fees, it will publicize the adjustment information on the "IPN" platform. If Party A still conducts exchange transactions after the notice of exchange ratio adjustment is issued, it shall be regarded as Party A accepting the adjusted exchange ratio.

2.4. Party B will issue USDI according to the exchange time limit latest promised by the "IPN" platform, with the issuing time of Party B as the standard, and does not commit to the time limit for USDI to arrive at Party A's account.

3. Transaction Limits and Risk Warnings

3.1. Party A understands and agrees that Party B may set certain limit conditions for Party A's exchange transactions through the "IPN" platform according to its own business operation situation, market risk status, legal requirements or regulatory instructions, including but not limited to daily exchange limits, monthly exchange limits, trading time

limits, capital source limits, trading purpose limits, etc. Party A shall conduct transactions in accordance with these limit conditions. If Party A's trading demand exceeds the limit range set by Party B, Party B has the right to refuse Party A's trading request.

3.2. Party A fully recognizes the risks existing in exchange transactions, including but not limited to market price fluctuation risks, technical security risks, regulatory policy change risks, credit risks, etc. Party A confirms that it has sufficient risk-bearing capacity and professional knowledge and can independently bear all risks and losses that may be generated due to participation in this exchange transaction. Party B shall not be responsible for any losses of Party A caused by transactions, except for those caused by Party B's violation of the agreement requirements.

4. Rights and Obligations of Both Parties

4.1. Rights and Obligations of Party A

4.1.1. Party A has the right to require Party B to provide USDI exchange service according to the exchange ratio, time and way agreed in this Agreement/"IPN" platform.

4.1.2. Party A shall ensure that the source of the encrypted currency used for exchange is legal and compliant and has not been involved in any illegal activities, including but not limited to money laundering, terrorist financing, fraud, illegal gambling, etc. Party A shall cooperate with Party B to conduct necessary identity verification, capital source review and other compliance procedures and provide true, accurate and complete information and materials, including but not limited to identity proof documents, capital source proof, etc.

4.1.3. Party A shall abide by the use rules of Party B's platform, transaction limits and relevant security requirements, properly keep its platform account login password, trading password, wallet private key, etc., and shall not disclose them to any third party. If due to Party A's reasons, the account information is leaked or any unauthorized trading behavior occurs, Party A shall bear all responsibilities and losses by itself. Party A agrees to receive all kinds of notification messages pushed by Party B through the platform, including but not limited to transaction confirmation, risk hint, rule change notice, etc.

4.1.4. Party A promises not to use this exchange service to engage in any activities that violate laws and regulations and cooperate with Party B and relevant regulatory agencies in any compliance check, investigation or audit work. If Party A receives an inquiry or investigation requirement about transaction compliance from Party B or a regulatory agency, it shall reply through the platform and provide the required information within the stipulated time.

4.2 Rights and Obligations of Party B

4.2.1. Party B has the right to conduct identity verification, compliance review and other operations on Party A according to this Agreement and relevant laws and regulations. If Party A fails to meet the requirements, Party B has the right to refuse to provide service or suspend, terminate the ongoing exchange process.

4.2.2. Party B ensures the normal operation and technical stability of the exchange service. If due to system failure or other reasons, the transaction is abnormal, Party B shall promptly notify Party A and take reasonable measures to repair it.

4.2.3. Party B will monitor and record Party A's transactions according to its internal system and process that meet the requirements of international Anti-Money Laundering (AML), Anti-Terror Financing (CFT) and international sanctions compliance, and when suspicious transactions or situations involving sanction lists are found, promptly report and handle them according to relevant regulations.

5. Liability for Breach of Contract

If Party A violates the agreement, provides false information, conceals important facts, engages in illegal trading activities or fails to provide consideration in full and on time, Party B has the right to terminate this agreement and require Party A to compensate Party B for all losses suffered, including but not limited to direct losses, indirect losses, loss of obtainable benefits, attorney fees, lawsuit fees, notary fees, etc. caused by handling disputes. In addition, Party B has the right to report Party A's breach of contract to relevant regulatory agencies and cooperate with regulatory agencies in investigation and handling. Party B can limit Party A's relevant operation permissions on the platform according to the breach situation, such as freezing the account, limiting transactions, etc.

6. BVI Dispute Resolution and Applicable Law

6.1. The signing, performance, interpretation and dispute resolution of this Agreement shall all be applicable to BVI laws.

6.2. If a dispute occurs during the performance of this Agreement, the two parties shall first resolve it through friendly negotiation; **if the negotiation fails, either party has the right to apply for arbitration to the British Virgin Islands Arbitration Center (BVI IAC), and the arbitration shall apply the arbitration rules of the British Virgin Islands Arbitration Center. The arbitrator shall be one person, and the arbitration place shall be Singapore. The arbitration language shall be Chinese.**

7. Agreement Change and Termination

7.1. If Party A has any need to change or supplement this Agreement, it shall obtain the written consent of Party B and sign relevant agreements or documents with it.

7.2. If Party B has any change or supplement to the relevant terms of this Agreement, it will inform Party A in various ways including but not limited to email, mobile phone text message, website notice, announcement, etc., without obtaining the prior or written consent of Party A. If Party A does not agree with the content of the change or supplement, it can stop cooperation with Party B or stop using the relevant services provided by Party A.

7.3. During the performance of this Agreement, if due to the adjustment of laws and regulations policies, the change of regulatory requirements or force majeure and other factors, some or all of the terms of this Agreement cannot be performed or the continued performance will cause a major adverse effect on one party, the two parties shall negotiate to resolve it; if the negotiation fails, either party has the right to terminate this Agreement, and neither party shall bear liability for breach of contract, but both parties should take measures within a reasonable range to reduce the occurrence of losses.

7.4. If one party violates the agreement or there is a termination situation stipulated by laws and regulations, the other party has the right to notify the violating party to terminate this Agreement.

8. Other Terms

8.1. This Agreement shall come into effect from the date of signature (or stamping) of both parties and shall be valid for [].

8.2. This Agreement is in two copies, each party holds one copy, and has the same legal effect.

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Party A (Signature / Stamp): _____

Authorized Representative: _____

Date: ____/____/____/

Party B (Signature / Stamp): _____

Authorized Representative: _____

Date: ____/____/____/