## **PUBLIC OFFER**

The Genessis AE company, hereinafter referred to as the Company, offers an adult, legally capable Internet user (hereinafter referred to as the User) to use the Company's electronic resources and services under the conditions set forth in this offer (hereinafter referred to as the Offer).

Completion of the implied actions specified in this Offer is a confirmation of your consent to enter into an Agency Agreement (hereinafter referred to as the Agreement), in the manner and scope set out in this Offer. The terms of the Mandate Agreement, set out below in the format of a public offer, are addressed to investors - individuals and legal entities who have opened any available accounts and/or wallets on the Company's Internet platform (website) at genesiss.ae, in order to carry out transactions to exchange cryptocurrency for cryptocurrency, cryptocurrencies to fiat currency, fiat currency to cryptocurrency, store cryptocurrency in Cryptocurrency wallets and receive profit from cryptocurrency placed by the User in accounts opened on the Company's Internet site, except for stateless persons, individuals under 18 years of age, individuals and legal entities and persons of other organizational and legal forms who wish to enter into an Agreement on the terms suggested below.

This Agreement is concluded on the website genesiss.ae in electronic form. To enter into an Agreement, the User must go through the registration procedure on the genesis.ae website, be sure to read this text and its appendices and express his consent to the terms of the Agreement by checking the box in the column "I HAVE READ AND ACCEPT THE TERMS OF THE AGREEMENT." These actions are considered acceptance of the Offer proposed by the Company (full and unconditional acceptance by the User of all terms of the Agreement). Full and unconditional acceptance of this Offer is the implementation by any legal entity or individual of providing their personal data in any form, as well as performing any other actions that allow us to judge the acceptance of this Offer, including, but not limited to: use of the Site's resources, payment Site services, etc. From the moment of acceptance of this Offer in any way specified in it, the specified person becomes the other party to the Agreement - the User. Acceptance of this Offer means that the User agrees with all its terms, and is equivalent to concluding an Agreement on the terms set out in this Offer. If the User does not agree with the terms of this Agreement, he is obliged to stop the registration procedure on the site and not use electronic resources and services on the genesiss.ae website.

The Agency Agreement is considered concluded and comes into force from the moment the Investor receives access to the Personal Account in the manner prescribed by the Agency Agreement, which means the Investor's unconditional acceptance of all the terms of this Offer, the Agency Agreement and its annexes without any exceptions or restrictions on the terms of accession. The investor confirms that by clicking buttons (by checking (V) consent and selecting any options (including, but not limited to the following: agreement with the terms of this Offer; execution of the Agency Agreement, agreement with possible risks) entails automatic agreement with the proposed conditions, including acceptance of this Offer .

This Offer and the Agency Agreement are open and publicly available documents. The Company has the right to unilaterally make changes and/or additions to this Public Offer and the Agency Agreement (including any annexes thereto) by publishing a new version of these documents on the Internet platform at genesis.ae. Changes come into force from the moment of their publication, unless a different date for the entry into force of changes is specified in the text of the new edition of these documents. The Company recommends that Users regularly check the terms of this Offer for changes and/or additions. Continued use of the Site by the User after making changes and/or additions to this Offer means the User's acceptance and consent to such changes and/or additions. This Offer is an official document and is published on the Internet information and communication network on the Company's Website.

THIS DOCUMENT IS NOT IN THE NATURE OF INVESTMENT ADVICE, IS NOT A STRONG SOLICITATION FOR SALE OR SUBSCRIPTION, NOR DOES IT IMPLY AN INVITATION FOR THE PURPOSE OF AN OFFER FOR SALE OR SUBSCRIPTION. BY USING YOUR VIRTUAL ASSETS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT (AS DESCRIBED BELOW), USER WILL BE BOUND BY THIS PUBLIC OFFERING AND THE OTHER TERMS INCORPORATED BY REFERENCE. THE USER UNDERSTANDS THAT ANY INFORMATION THAT HE RECEIVES FROM THE COMPANY, ITS EMPLOYEES OR AUTHORIZED REPRESENTATIVES ARE NOT AND CANNOT BE CONSIDERED AS ADVICE OR RECOMMENDATIONS FOR ANY TRANSACTIONS OR OTHER ACTIONS RELATED THERETO. ATTENTION: IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT USE OR REGISTER WITH THIS SITE.

I have read and agree with the terms of the Public Offer.

# TRANSFER AGREEMENT

Genessis.ae Company, hereinafter referred to as the "Company" or "Agent" and the Investor, who opened the Investor Account, Cryptocurrency Wallet and created a Personal Account on the Attorney's Internet platform at genesis.ae, have entered into this Agreement with each other as follows:

Terms and definitions used in the Agreement:

Company (or Attorney) - Genesiss ae.

User (or Investor) - a capable user of the Internet, an individual or legal entity (except for stateless persons, individuals under 18 years of age, individuals and legal entities and persons of another legal

form who have accepted (accepted) the terms of this Agreement in accordance with its Conditions, used the services of the Company's website by registering on it and placed their virtual assets (cryptocurrency) with the aim of subsequently making a profit. Any reference in this Agreement to the masculine gender also implies a reference to the feminine gender.

Parties to the Agreement – the Company and the User.

The website is the Company's Internet resource at genesiss.ae. The site is not an investment product, and therefore any notification, communication, action, or management decision on the part of the Company should not be considered an investment offer. Any mentions of the Site in the media as a Fund or Investment Project in no way affect the validity of the terms of this Agreement and are solely a manifestation of the Company's advertising activities.

Cryptocurrency (or virtual assets) is a digital, decentralized asset in electronic form that uses cryptography to ensure the immutability of the underlying transaction block chain.

Cryptocurrency wallet is an Internet service that allows you to store cryptocurrency and carry out operations using it, a functional element of the system that acts as the main connecting mechanism for the transfer of virtual assets between the Parties.

Cryptocurrency (virtual assets) of the Investor - cryptocurrencies transferred to the Agent for the execution of this Agreement, as well as cryptocurrencies received by the Agent during the validity period of this Agreement and in connection with its execution.

A cryptocurrency exchange is an electronic trading platform for conducting operations to exchange various cryptocurrencies for each other.

Personal Account - a certain closed area of the Site, a personal page displaying data about the User and his legally significant actions on the Site, as well as other information necessary for using services and fulfilling agreements with the Company, through which the User can independently and at any convenient time replenish his Investor's account, determine the terms of execution of this Agreement, familiarize yourself with the information and messages of the Company, formalize. necessary documents for the execution of the Agreement (including an application for receiving cryptocurrency), containing other information about the progress of execution of the Agreement and the exchange of documents and information by the Parties.

Account - a set of data about the User necessary for his identification (authentication) and provision of access to the Company's services and electronic resources on the Site.

The Investor Account is a unique personalized register for recording transactions in the Investor's Personal Account, intended for carrying out transactions with cryptocurrency and monitoring them.

The Company's partners are third parties listed on the Company's Website.

This Agreement may use other terms and definitions not specified above. In this case, the interpretation of such a term is made in accordance with the text of the Agreement. In the absence of an unambiguous interpretation of a term or definition in the text of the Agreement and other

documents forming the Agreement, one should be guided by its interpretation, determined: first of all - by the legislation of the UAE, and subsequently - by the customs of international business turnover and business customs.

## 1. THE SUBJECT OF THE AGREEMENT

- 1.1. This Agreement governs the procedure and conditions for the use of the Company's electronic resources and services, the procedure and conditions for the User's registration on the Site. Under this Agreement, the Attorney undertakes, on behalf and at the expense of the Investor (principal), in good faith and on a partnership basis, to carry out transactions with the Investor's cryptocurrency to exchange on cryptocurrency exchanges for other cryptocurrencies in order to ensure maximum profitability from the transactions performed.
- 1.2. Under this Agreement, the User receives, and the Company undertakes to provide, the right to use the Personal Account on the Site.
- 1.3. The purpose of concluding this Agreement is to increase profitability/receive profit from exchange transactions with the Investor's cryptocurrency.
- 1.4. An investor can conclude and execute only one valid Agreement with an Attorney and have only one valid Personal Account.

# 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. The rights and obligations under transactions carried out by the Attorney arise directly from the Investor.
- 2.2. The transfer of authority to carry out transactions on behalf of the Investor is carried out by Transferring the corresponding amount of the Investor's cryptocurrency to a cryptocurrency wallet opened in the Personal Account. Considering the nature of the order and the environment in which the Attorney operates, execution of a power of attorney to perform these actions is not required.
- 2.3. The conclusion of this Agreement does not imply a daily oral or written additional report from the Attorney to the Investor on the situation on the cryptocurrency market, as well as analytical consultations.
- 2.4. In order to fulfill this Agreement, the Investor undertakes to regularly independently monitor the current status of his accounts in the Personal Account.

# 3. SETTLEMENTS BETWEEN THE PARTIES

3.1. Information on profitability from exchange transactions with the Investor's cryptocurrency is generated by the Attorney: in accordance with the conditions, regime and rules of existing accounts and products. Account conditions are published on the official website of the Company genesiss.ae.

This information is available to the Investor around the clock and at any time for review in the Personal Account and the Company's social networks.

- 3.2. The beginning of execution by the Attorney of the instructions under this Agreement is considered to be the day following the day the Investor's cryptocurrency is received on his cryptocurrency wallet opened in the Personal Account.
- 3.3. The Investor has the right to replenish the Investor's Account with any amount and transfer cryptocurrency to the Attorney for the purposes of executing this Agreement at any time without sending additional notice to the Attorney.
- 3.4. The accrual of income to the User occurs in accordance with the Company Regulations and according to the schedule in the User's personal account.

#### 4. RISKS AND RESPONSIBILITIES OF THE PARTIES

- 4.1. The parties guarantee that on the day of signing this Agreement they have no signs of insolvency, bankruptcy, and that no claims or claims have been brought against them that would impede the conclusion of this Agreement and (or) violate the rights of third parties. The user also confirms that he is not and has not been involved in acts of money laundering and terrorist financing. The User also confirms that, to the best of his knowledge, he is not a party subject to international sanctions and has not been involved in any criminal acts.
- 4.2. The Investor, when deciding to transfer the authority to conduct transactions to the Agent and transfer to him the cryptocurrency necessary for the execution of the Agreement, assumes all possible risks associated with the Agent's investment decisions, including the risks of possible financial losses. (damage). The Investor, by signing this Agreement, understands and agrees with the potential risks associated with the execution of this Agreement and understands that the nature of the execution of the Agreement is risky. The investor confirms that he bears full responsibility for possible financial losses (damage) in connection with the execution of this Agreement.
- 4.3. The parties to this Agreement agree that the Company's responsibility is limited to maintaining the correct functioning of services on the Site, as well as the distribution of related income on the terms provided for in this Agreement.
- 4.4. The Company is not responsible for any losses, costs or damage incurred by the User as a result of the direct or indirect impact of the following circumstances, the list of which is not exhaustive:
- 4.4.1. inability to use the Site as a result of any error, failure, malfunction of the Site, any technical problems, system failure and system malfunction, failure of communication lines, failure of operation or malfunction of hardware or software, system access problems, performance problems systems, Internet traffic congestion, security breaches and unauthorized access and other similar computer problems and malfunctions;
- 4.4.2. the cost of purchasing substitute goods or services required in connection with losses incurred as a result of power failures, maintenance, defects, system failures or other interruptions;

- 4.4.3. any virtual assets, costs or obligations incurred by the User in connection with this Agreement;
- 4.4.4. any unauthorized access, modification or deletion, destruction, corruption, loss or failure to store any data, including records, private key or other credentials;
- 4.4.5. failure by the Company to fulfill its obligations under this Agreement due to force majeure or other reasons beyond the Company's control;
- 4.4.6. acts, omissions or negligence of a third party;
- 4.4.7. receipt by any person of the User's credentials before The User informs the Company about the misuse of his credentials;
- 4.4.8. unauthorized access by third parties to information, including email addresses, electronic messages, personal data and credentials when transmitted between the Parties or any other party, using the Internet or other network communications, mail, telephone or other electronic means;
- 4.4.9. any acts or omissions (including negligence or fraud) of the User and/or his authorized representative;
- 4.4.10. content, correctness, accuracy and completeness of any messages transmitted using the Personal Account;
- 4.4.11. application to the User of actions in accordance with the Law on Combating Money Laundering and the Financing of Terrorism, the Law on International Sanctions and other legislative acts of the UAE.
- 4.5. Any information and/or materials (including downloadable software, letters, any instructions and guides to action, etc.) to which the User receives access using an account, Personal Account and other services of the Company, the User can use at your own peril and risk and is independently responsible for the possible consequences of using the specified information and/or materials, including the damage that this may cause to third parties.
- 4.6. All services and services posted on the Site are provided "as is". The Company does not accept responsibility for the compliance of the services with the User's goals.
- 4.7. The Company is not responsible for any types of losses incurred by the User that occurred as a result of the User's use of the Site, account, or Personal Account.
- 4.8. The Company, within the framework of its license, has the right to provide financial consulting services to its Users. By signing this Agreement, the User agrees that the financial advice he received from the Company is not a direct incentive to action and is for informational purposes only. All risks of decisions made on the basis of consultations received from the Company rest entirely and unconditionally with the User.
- 4.9. If the Company identifies fraudulent, unethical or other actions of the User that resulted in losses, financial and other losses to the Company, the Company applies the sanctions described above to the User. At the same time, the Company reserves the right to apply penalties to this User, including, but not limited to, such as: blocking all cryptocurrencies on the Investor's accounts and

wallets located in the Personal Account, seizure of the User's cryptocurrencies located in the Investor's accounts and wallets in his personal Account to repay the financial, moral and other damages/losses of the Company caused to him, as well as the imposition of other fines on the User.

## 5. REPRESENTATIONS AND WARRANTIES

- 5.1. By transferring virtual assets to the Attorney, the User represents and warrants to the Company the following:
- 5.1.1. The User has reached the age of 18, or he has reached the age of consent to participate in financial investment activities established by the laws of the country in whose jurisdiction he belongs, is fully capable, voluntarily and knowingly enters into this Agreement;
- 5.1.2. The user does not suffer from mental disorders, is able to make decisions and be responsible for his actions;
- 5.1.3. The User has read and accepted the terms of this Agreement, they are fully understandable to him, and he has the necessary authority to conclude it, submit applications and fulfill obligations under the Agreement;
- 5.1.4. All actions under this Agreement do not violate the laws or regulations in force in relation to the User or the country of which he is a resident, any agreement to which the User may be bound, or conditions that affect the User's virtual assets or funds;
- 5.1.5. The User has received sufficient information about the Company to make an informed decision about transferring his virtual assets to the Attorney;
- 5.1.6. The user, as an individual or legal entity, filled out the registration form to open a Personal Account and transfers his virtual assets solely for the purpose of accessing and using the Company's services to generate income, as well as for the correct functioning of the Personal Account. Website (support for development, testing, implementation and operation of the Website), aware of the commercial risks associated with the Company and the Website;
- 5.1.7. The information provided to the Company by the User in the registration form for opening a Personal Account and subsequently provided is true, accurate and complete, and the documents sent to the Company are genuine and valid;
- 5.1.8. The User's virtual assets transferred to the Attorney were obtained legally, have no direct or indirect relationship with income received as a result of illegal activities, and are not used in the present and will not be used in the future for the financing of terrorist activities, legalization (laundering) of income obtained by criminal means;
- 5.1.9. The User is acting as a principal and not as an agent, representative, fiduciary or custodian on behalf of anyone else. The User may act on behalf of another person with the special written consent of the Company and provided that the Company provides all documents necessary for this purpose. If the User transfers virtual assets on behalf of another person, the User has the right to accept this Agreement on behalf of such person and such person will be liable for violation of the provisions of this Agreement by the User or any other employee or agent of such person;

- 5.1.10. The exchange and transfer by the User of its virtual assets is not contrary to the applicable laws and regulations of the User's jurisdiction, including, but not limited to: legal standing and any other applicable legal requirements in the User's jurisdiction to use the Site, any currency or regulatory restrictions applicable to such exchange, and any governmental or other permits that may be required to be obtained;
- 5.1.11. The User has a sufficient understanding of the functions, use, storage, transfer mechanisms and other material characteristics of virtual assets built on distributed network technology, cryptocoin storage mechanisms (wallets), blockchain technology and blockchain-based software systems in order to understand the terms of this Agreement and evaluate risks;
- 5.1.12. The User warrants that he is the ultimate beneficiary of this Agreement and will comply with any applicable tax obligations in his jurisdiction related to the receipt of income. If, by decision of a court or tax authority, the Company is obliged to fulfill tax obligations for the User, the Company reserves the right to recover the appropriate amounts from the User and demand compensation for damages and expenses;
- 5.1.13. The User undertakes to use his IP or the Site only in the interests of his Personal Account and not on behalf of any other person;
- 5.1.14. The User is not: a citizen or resident of a geographic area in which access to or use of the Site is prohibited by applicable law, regulation, agreement or administrative act; a national or resident of a geographic area that is subject to sanctions or embargoes by any sovereign country, or an individual employed by or associated with an entity that is listed on or appears on any list of denied persons or entities, specially designated nationals, or blocked persons. lists of excluded parties. The User agrees that if his country of residence or other circumstances changes such that the above provisions apply to the User, he will immediately cease using the Site. If User registers to use the Site on behalf of an entity, User also represents and warrants that such entity is duly organized and validly existing in accordance with the applicable laws of its entity's jurisdiction, and User is duly authorized by such entity to act in accordance with your rights. on behalf of. Name;
- 5.1.15. The user is not a public political figure and is not connected in any way (for example, family or business relationships) with a person who holds or has held a high public office during the last twelve months. If the above is not true or the User did not indicate this information in the registration form for opening a Personal Account, he undertakes to immediately notify the Company about this, as well as inform the Company at any stage of the Agreement. on his acquisition of the status of a public political figure;
- 5.1.16. The User understands and acknowledges the risk of loss of his virtual assets as a result of any of the risks.
- 5.1.17. The User agrees that in the process of the Agent providing services under the Agreement, his balance of virtual assets on the Investor's Account may decrease due to the fall in the cryptocurrency exchange rate;
- 5.1.18. The User confirms that he has regular access to the Internet and agrees with the provision by the Company of information, including information on changes in the terms of the Agreement,

costs, fees, Company policies and data on the nature and risks of investments, etc., by posting such information on the Site and /or by email and/or social networks.

5.2. In the event of the User's death, inheritance rights arise in accordance with the current legislation of the UAE and in the presence of a legally executed package of documents confirming the fact of entry into inheritance rights.

## 6. PRIVACY

- 6.1. The legal relationship between the User and the Company under this Agreement is governed by the Company's Privacy Policy posted on the Site.
- 6.2. The parties undertake not to transfer to third parties, with the exception of the Agent's employees responsible for carrying out operations on the cryptocurrency exchange, any documents or information directly or indirectly related to this Agreement, as well as to provide information about joint activities under this Agreement.
- 6.3. The mutual prohibition on disclosure of information remains after termination of the Agreement for 3 years after its expiration and can only be canceled by agreement of the Parties.
- 6.4. Confidential information does not include information classified as open by current legislation and for the disclosure of which one of the Parties is responsible.

## 7. PROCESSING OF PERSONAL DATA

- 7.1. The legal relationship between the User and the Company under this Agreement in the field of collection, storage and processing of personal data is subject to the Company's Privacy Policy posted on the Site.
- 7.2. With respect to Users, the Company operates a KYC/AML (Know Your Customer/Anti-Money Laundering) Policy, which is based on due diligence and includes, but is not limited to, procedures such as the collection and analysis of basic identification information. about the User; matching Users with lists of interested parties, such as politically exposed persons; determining the User's risk level in the context of propensity for money laundering and financial terrorism; setting expectations regarding User transactions, and monitoring transactions for violations of such behavior.
- 7.3. The Company has the right to require the User to provide certified copies of documents confirming his identity and address of his current residence, and other personal data. Personal data is any information relating directly or indirectly to the User, including, but not excluding the last name, first name, patronymic, date and place of birth, passport details, status, place of residence, source of funds. If personal data is not provided at the Company's request, the Company has the right to unilaterally terminate this Agreement or block the Investor's Account until the User eliminates this violation. The company has the right to transfer personal data for processing to a third party.

- 7.4. If you transfer your personal data to the Company, the User agrees to their processing and storage by the Company. In this paragraph, the parties understand the processing of personal data as a set of actions (operations) performed using automation tools or without the use of such tools with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use , transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.
- 7.5. In the event of a change in the information provided to the Company under this Agreement, including personal data, payment details, civil status, the User is obliged to notify the Company within 3 (three) days from the date of change in the manner specified in the Agreement.
- 7.6. The user is notified and agrees that his personal data may be transferred to law enforcement agencies, government agencies, courts and officials upon their request, in compliance with the laws of the country in whose jurisdiction these law enforcement agencies, government agencies, courts and officials are located. The Company is obliged to inform the UAE Money Laundering Information Bureau about any facts and suspicions of money laundering and terrorist financing, the application of international sanctions and in other cases in accordance with current legislation, and the Company is also obliged to transfer user data to the UAE Money Laundering Information Bureau.

#### 8. RECOMMENDATIONS

- 8.1. The parties agree that the User has the right to receive a partnership remuneration from the Company's income received from investing funds attracted by the User to new clients/users. Detailed rules for calculating affiliate rewards are described in the Affiliate Program posted on the website.
- 8.2. The User acknowledges that in cases where the User is introduced to the Company by a third party, such as a business recommender, partner or affiliated organization ("Referrer"), the Company is not responsible for the actions, statements or accuracy, completeness or correctness of the content of any advertising or marketing materials provided by the Referrer or any other third party, even if provided on behalf of the Company or if such appearance is created, and that the Company is not bound by any separate agreements concluded between the User and the Referrer.
- 8.3. The User agrees and acknowledges that his agreements or relationships with the Recommender may result in additional costs, since the Company may have obligations to the Recommender to pay him a commission.

# 9. EXCLUSIVE RIGHTS TO CONTENT

9.1. The Company's name and trademark may not be copied or used in whole or in part without obtaining the written consent of the Company. Other names and trademarks that appear on genesis.ae are also the property of the Company or the Company's Partners and their written consent must be obtained before use.

- 9.2. All objects available using the Company's services, including design elements, text, graphic images, illustrations, videos, computer programs, databases, music, sounds and other objects (hereinafter referred to as the content of services), as well as any content posted on the Company's services are subject to the exclusive rights of the Company and other rights holders.
- 9.3. The use of content, as well as any elements of your personal account and services, is possible only within the framework of agreements with the Company, Company Partners or third parties. No elements of the content of the Personal Account and other Company services, as well as any content posted in the Personal Account and other Company services, may be used in this way without the prior permission of the copyright holder. Use includes, but is not limited to: reproduction, copying, processing, distribution on any basis, display in a frame, etc. The exception is cases expressly provided for by the terms of agreements with the Company, Company Partners, and third parties.

#### 10. FORCE MAJEURE CIRCUMSTANCES

- 10.1. Neither party will be deemed to be in breach of this Agreement and shall not be liable for any delay in performance or failure to perform any of its obligations under this Agreement if such delay in performance or failure to perform is caused by events, circumstances or causes beyond the control of the parties ("Force Majeure"). In such circumstances, the deadline for fulfillment is extended for a period equal to the period for which the fulfillment of obligations was delayed or during which the obligations were not fulfilled. If the period of delay or non-fulfillment of obligations lasts more than 2 months, either Party may terminate this Agreement by sending 10 business days written notice to the aggrieved party.
- 10.2. Society, having sufficient grounds for this, can determine the limits of the occurrence of force majeure circumstances (force majeure circumstances) and state their occurrence. If force majeure circumstances arise, the Company will, in accordance with the established procedure, take appropriate measures to inform the User about the occurrence of such circumstances and about the measures it is taking to fulfill all the conditions provided for in this Agreement, in the manner specified in this Agreement.
- 10.3. Government action, changes in legislation, outbreak of war or hostilities, threat of war, terrorist attack, national emergency, insurrection, civil unrest, sabotage, requisition or other international disaster, economic or political crisis which, in the Company's opinion, prevents the maintenance performance.
- 10.3.1. natural disaster, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural or man-made disaster that prevents the Company from providing services;
- 10.3.2. labor disputes and lockouts affecting the Company's activities;
- 10.3.3. moratorium on the provision of financial services imposed by competent regulatory authorities or other actions and rules of any regulatory, government, supervisory or supranational authorities or agencies;

- 10.3.4. any event, action or circumstance beyond the reasonable control of the Company and resulting in such consequences that the Company is unable to take the necessary measures to eliminate the malfunction;
- 10.4. A party that does not notify the other party of the occurrence of force majeure circumstances within the period established by this Agreement does not have the right to refer to them as a circumstance excluding liability.
- 10.5. This Agreement (including acceptance of its terms by the User), its terms and use of the Site will be governed by and interpreted in accordance with the substantive rules of the current legislation of the UAE

#### 11. DISPUTE RESOLUTION

- 11.1 In order to promptly consider and resolve any dispute, before submitting such a dispute to the courts, each party undertakes to make reasonable efforts to resolve the dispute through negotiations between the Parties within a reasonable time, but not more than 30 (thirty) calendar days from the date of when one Party first receives notice from the other Party of the relevant dispute or claim relating to such dispute.
- 11.2. In the event of a situation not expressly provided for in this Agreement, the Parties will make every effort to resolve the issue, guided by the principles of good faith and fairness, taking such measures as are consistent with prevailing market practice and good business practices.
- 11.3. Each Party will notify the other Party in writing of any dispute within thirty (30) calendar days from the date it arose so that the Parties can decide in good faith to resolve the dispute through negotiations. Notice of a dispute to Company must be sent to Company by email and addressed primarily to Company. The notice must contain the User's name, mailing address, email address and telephone number, a sufficiently detailed description of the nature or basis of the dispute, and the specific support requested by the User.
- 11. 4. The claim procedure for resolving disputes is mandatory. The period for consideration of a claim is 21 (twenty-one) calendar days. If there are claims, these claims are sent by the parties to each other using the Personal Account or the parties' email. In this case, the claim must not contain:
- a) emotional assessment of a controversial situation,
- b) offensive statements,
- c) profanity,
- d) threats.

The Company has established internal procedures to ensure impartial and prompt consideration of any claim that arises, and has the right not to consider or reject a claim in the event of non-compliance with the conditions specified in this paragraph.

11.5. If the Parties are unable to agree on how to resolve the dispute within thirty (30) calendar days from the date the Party receives the claim, then either party may, as appropriate and subject to this section, initiate legal proceedings.

- 11.6. Any disputes and/or disagreements arising from or in connection with this Agreement are subject to final settlement in court, and the parties agree that a claim may be filed at the place of residence.
- 11.7. By accepting this Agreement, the User unconditionally agrees and submits to the exclusive jurisdiction of such arbitration in relation to any claim, action or proceeding arising from these terms, as well as recourse claims arising from legal relations hereunder against participants in legal relations related to this arbitration clause. Subject to these terms and conditions, The User either acknowledges and agrees that he has read and understood the above Arbitration Rules, or has waived the opportunity to read and agree to the rules and Rules of this arbitration and any allegation that these rules and Rules are unfair or should not be applied for any reason .

#### 12. APPLICABLE LAW

- 12.1. This Agreement is concluded by the Parties in electronic form by familiarizing the User with the text of this Agreement, completing the registration procedure on the Site and expressing consent to the terms of the Agreement by checking the box in the column "I HAVE READ AND ACCEPT THE TERMS OF THE AGREEMENT." These actions will be considered confirmation of the Parties' signatures on the Agreement and acceptance of its terms. The Agreement comes into force from the moment it is accepted by the User in accordance with its terms and is valid for an indefinite period of time until it is terminated in accordance with its terms.
- 12.2. The Company has the right to unilaterally make changes or additions to this Agreement from time to time (including without limitation the Application), of which it will notify the User in advance by posting the appropriate changes and additions on the Site and/or Personal Account or by email. In this case, the Company may change the terms of the Agreement for any of the following reasons (including, but not limited to the following):
- 12.2.1. if the Company believes that such a change will make the terms of the Agreement more clear and complete or such a change will not entail adverse consequences for the User;
- 12.2.2. enable the Company to make necessary changes to the services provided to the User as a result of changes in the banking, investment or financial system, technologies, systems or platforms used by the Company to conduct business or provide services to the User under this Agreement.;
- 12.2.3. if the Company identifies a discrepancy between any terms of the Agreement and applicable regulations. In this case, the Company does not take this condition into account and considers it to be in compliance with applicable regulations and undertakes to amend the Agreement so that it complies with applicable regulations.
- 12.3. If, after changing this Agreement, the User continues to use the Company's services or fulfill this Agreement, it is considered that the User has accepted all changes made to the Agreement.
- 12.4. The Company has the right, at any time during the validity of this Agreement, to unilaterally suspend any transactions under the Agreement, of which it immediately notifies the User electronically or in writing.

- 12.5. If the User does not agree with the changes or additions made, he has the right to terminate this Agreement by sending the Company a notice of termination. Upon termination of this Agreement, the User has the right to withdraw his assets no earlier than the end of the current reporting period. In this case, the User must carry out mutual settlement between the Parties in full.
- 12.6. This Agreement may be terminated at the initiative of either Party by sending the other Party prior written notice no later than 10 (ten) business days before the date of termination and subject to full settlement between the Parties.
- 12.7. The Company also has the right at any time, for any reason or for no reason, to unilaterally terminate this Agreement, of which the Company immediately notifies the User via the Personal Account and/or email. In this case, all virtual assets of the User held by the Attorney, subject to full mutual settlement between the Parties, are transferred by the Company to the User's cryptocurrency wallet no earlier than the end of the current reporting period.
- 12.8. After sending notice of termination of the Agreement and before the date of termination:
- 12.8.1. The Company has the right to deprive the User of access to the Personal Account or limit the User in using the functionality of the Personal Account;
- 12.8.2. The Company has the right to refuse the User to accept new applications;
- 12.8.3. The Company has the right to refuse the User to withdraw virtual assets from the Investor's Account (transfer assets to the User's cryptocurrency wallet) until mutual settlements between the parties are fully settled. The Company reserves the right to use (retain in the process of mutual settlement) the User's virtual assets (all or some reasonable part), and the User does not object to this, to fulfill the User's payment obligations under the Agreement.
- 12.8.4. The parties undertake to immediately notify each other of changes in the addresses and details of cryptocurrency wallets, changes in the executive body, and other information relevant to the execution of this Agreement. Failure by a Party to comply with this paragraph deprives it of the right to refer to the failure of the other Party to fulfill its related obligations properly.
- 12.9. In the event that any one or more provisions of this Agreement shall, for any reason in any respect, be found to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provisions of the Agreement in such jurisdiction, as well as the validity, legality or enforceability of such provision in any other jurisdiction.
- 12.10. The Company may at any time transfer or re-register to a third party any or all of its rights, privileges or obligations under this Agreement or the performance of this Agreement in full, subject to written notice to the User 15 (fifteen) business days prior to the transfer of the relevant rights or obligations. These actions can be carried out without restrictions in the event of a merger or acquisition of the Company by a third party, reorganization of the Company, termination of its activities, full or partial sale or transfer of the Company's business or assets to a third party.
- 12.11. The parties agree and understand that in the event of a transfer or assignment of rights or obligations to third parties, the Company will have the right to disclose and/or transfer all User

information (including, in particular, personal data, reporting, correspondence, legal checks, documentation identifying the User, files and records) and, if necessary, for the transfer of the User's virtual assets, subject to written notice being sent to the User 15 (fifteen) business days before the transfer of the relevant rights or obligations.

- 12.12. The User has no right to transfer, assign, assign or otherwise transfer or purport to transfer its rights or obligations under this Agreement except with the written consent of the Company.
- 12.13. The official language of the Company is English. The User should always refer to the Company Website to obtain information about the Company and its activities. Translation or information in other languages is provided solely as an obligation, and we are not responsible for the accuracy of the information contained in such information.
- 12.14. The Parties recognize the legal force of documents created electronically in the process of interaction between the Parties under this Agreement, equal to the legal force of documents on paper (in writing).
- 12.15. The Company, partner and/or any other person who may be associated with the Company may have an interest or relationship that may be in conflict with the interests of the User. The User hereby acknowledges that he is aware of the possibility of a conflict of interest and consents to the Company acting despite such conflict.
- 12.16. The Company, partner and/or any other person who may be associated with the Company may have an interest or relationship that may be in conflict with the interests of the User. The User hereby acknowledges that he is aware of the possibility of a conflict of interest and consents to the Company acting despite such conflict.
- 12.17. By accepting the terms of this Agreement, the User declares and agrees that he fully understands and accepts the Rights and obligations specified in this Agreement and considers them exhaustive and complete.
- 12.18. If any clauses of the Agreement are unclear, the User has the right to contact the Company to clarify the terms of this Agreement via email.
- 12.19. All annexes are an integral part of this Agreement.

I have read the terms of the Agency Agreement and agree to its conclusion