

# User Agreement

The provisions of this Agreement will govern the use of the online and mobile marketplace platform (the “ Platform”) provided by Unicoïn DCX Limited, a limited liability company organized under the laws of the Labuan (together with its subsidiaries and affiliates hereinafter referred to as: “ ABCC+”, “we”, “ us” or “ our”) and of the Services (as defined below) between the user (hereinafter referred to as “ you” or “ User”) and us. By signing up to use an account through [www.abcc-plus.com](http://www.abcc-plus.com), or any associated websites, or mobile applications (collectively the “ Site”), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as the Terms and Conditions, Privacy Policy and Anti-Money Laundering Policy, which are separately available on the Site and are incorporated by reference into, and shall be part of, this Agreement. You understand and agree that we may modify or change the terms and conditions of this Agreement by providing you with notice of a Revised Agreement (“Revised Agreement”), which can be delivered via email and/or found on the ABCC+ website. If you do not consent to the terms and conditions of Revised Agreement, you shall promptly notify us and promptly discontinue your use of the Platform. Your continued use of Platform after we have provided notice as provided herein shall constitute acceptance of the terms and conditions of Revised Agreement. You should, therefore, read Revised Agreement from time to time, and we have the right to require your affirmative assent and continuing acceptance of Revised Agreement, from time to time, as a condition of logging into the Platform. A Revised Agreement shall supersede all prior understandings or agreements between you and us and Revised Agreement shall prevail over any contrary or alternative terms and conditions of yours. If you do not agree to be legally bound by this Revised Agreement and all of its terms and conditions (as amended from time to time), you should not log into your Account (as defined below) or use the Platform. Should you disagree to Revised Agreement (including any changes or amendments), please review [Section 8](#) to close your Account.

## 1. Services; Access to the Platform

1.1 *Scope of Services.* Through the Platform, we (i) permit you to place purchase and sale orders of, and facilitate the settlement of transactions relating to the purchase and sale of, Digital Assets including Bitcoin, Ethereum, or other crypto or digital assets authorized by us to be traded on our Platform (collectively, the “ Digital Assets”), and (ii) enable you to obtain trade data, price, research and other information regarding the Digital Assets decided by us in our sole discretion from time to time (the “ Market Data”). The services described under (i) and (ii) are hereafter referred to as “ Services”.

1.2 *Limited Right to Proprietary Platform.* ABCC+ grants you a limited, non-exclusive, non-transferable, non-assignable right pursuant to the terms and conditions hereunder and during the Term (as defined below) to place orders for the purchase and sale of the Digital Assets (the “ Orders”) through the Platform or otherwise, through either our proprietary or third party-provided electronic front-end trading interface, and certain of our proprietary software, tools, models and services. Your right to place Orders and purchase and sell Digital Assets through the Platform is subject to the trading rules and restrictions as further described under this Agreement.

1.3 *Digital Assets Available on the Platform.* You acknowledge that ABCC+ does not issue or offer any Digital Assets. All Digital Assets, including, but not limited to, the Digital Assets transacted or

traded among and between Users are offered or issued by Users themselves. You may use the Platform to place Orders, but only with respect to Digital Assets that have been approved by us. We have sole and absolute discretion to decide which Digital Assets are permitted to be traded on the Platform. You acknowledge that the Platform only allows trading of the Digital Assets that are not deemed as “securities” under the laws of Labuan, United States and other relevant jurisdictions as from time to time determined by us in our sole discretion. In the event that you want to purchase or sell any digital asset that is not currently available on the Platform, you shall submit an application to us for that purpose. We will, in our sole and absolute discretion, review and evaluate such application(s) and may accept or deny the application. We may, but are not obligated to, require you to provide additional information to support the application including an opinion of a reputable counsel to the effect that the proposed digital asset is not a “security” under certain jurisdictions.

1.4 *Omnibus User Account; Ledger.* We do not have access to any third-party accounts you use to obtain or custody the Digital Assets. All Digital Assets transferred to the Platform by you for use on the Platform are held in an omnibus user account controlled by the Platform. The Platform maintains an internal ledger recording how many Digital Assets each User possesses in the omnibus user account, and all transactions between Users are based on such ledger.

1.5 *Termination of Access.* We may in our sole discretion modify, restrict or terminate access to the Platform or the Services without notice at any time. We will, to the extent reasonably practicable under the circumstances and if permitted by Applicable Law, and/or agreements with our third party service providers, provide notice to you in the event of any of the foregoing. You acknowledge that your ability to trade through the Platform shall be subject to any limitations set forth in this Agreement or otherwise imposed by us.

For purpose of this Agreement, “ Applicable Law” means, with respect to any person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization (the “ Governmental Authority”) that is binding upon or applicable to such person, as amended unless expressly specified otherwise.

1.6 *Access to the Platform via Internet.* You may access the Platform and the Services through the World Wide Web or other Internet services that are not necessarily secure and we do not warrant that such systems are secure. You shall bear the risk of any Order that is inaccurately or erroneously transmitted or that is lost during transmission for any reason whatsoever.

1.7 *Market Makers.* We may engage one or more market makers, who may also be affiliated with us, to act as liquidity providers on the Platform. You understand and agree that we may provide information concerning bids and offers provided by Users and other participants on the Platform to such market makers prior to posting such bids and offers to the Platform. The market makers will have the opportunity, but not the obligation, to accept and fill such bids and offers prior to the other participants on the Platform (including you), should such bids be matched at lower prices and such offers be matched at higher prices (price improvement) than they otherwise would have been had they been routed directly through the Platform.

## 2. Market Data

2.1 *Internal Use.* Market Data posted on the Platform is provided to you for your internal use only. You agree that you will not recirculate, republish or otherwise provide Market Data or access to the Platform to or through any third party without our prior written consent.

2.2 *No Recommendation or Solicitation by ABCC+.* You acknowledge that neither ABCC+ nor the Platform is your investment adviser or fiduciary. You further acknowledge that none of the Market Data we provide or made available on the Platform constitutes our recommendation or solicitation that you enter into any particular transaction or that any particular transaction is suitable or appropriate for you.

2.3 *Reliance on Market Data.* You acknowledge that we have no duty or obligation to verify, correct, complete or update any Market Data displayed on the Platform. Market Data, including without limitation, price quotations, news and research, may be prepared by information providers that are independent of us. We do not warrant that Market Data will be accurate, complete or refreshed in a timely manner. You should conduct further research and analysis or consult an investment advisor before making investment decisions. Any use of or reliance on Market Data by you is at your own risk. We are not obligated to inform you of technical difficulties experienced by us concerning access to the Platform.

## 3. Account; Password

3.1 *Registration of User Account.* In order to use the Services, you must create an account with the Platform (the "Account"). The Account will be used to store various Digital Assets transferred by you onto the Platform. The Account may be registered by any individual who is over 18 years old or an institution by its duly authorized representatives, *provided* such individual and institution have read and understand the Risk Disclosure Statement(s) as attached hereto as [Exhibit A](#).

3.2 *Nature of the Account.* The Account is not a bank account and the Digital Assets or currency held in the Account are not deposits or other financial products. No interest will be paid on any funds or Digital Assets under your Account, and all Digital Assets, including such crypto currency or Bitcoin, that are directly held by us are not insured by ABCC+ or any Governmental Authority.

3.3 *Password; Security.* You shall choose a password when registering with the Platform and is responsible for maintaining the confidentiality of your password and Account. You agree not to give your Account password to anyone whom you do not intend to authorize to use the Account. You are fully responsible for all activities that occur using your password or Account and we will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. You shall notify us immediately of any unauthorized use of your password or Account or any other breach of security. You may not transfer, lease or assign to any third party access or control of your Account and may not use anyone else's password at any time. We will never ask you, for any reason, whether by email, regular mail or telephone, to disclose your Account password. Password inquiries will only be conducted online and only after you have signed onto the Platform. We will never send you embedded links in an email requesting that you sign onto the Platform by clicking such a link. If you receive an embedded link by email, claiming to be from us or the Platform, you shall not open or click on the link. The email is not from us and is likely fraudulent.

3.4 *Authorized Person.* You will allow access to the Platform only by persons that are authorized by you to give Orders and/or obtain Market Data through the Platform (each, an "Authorized Person"). You shall assume full responsibility for all Orders or other use of the Platform by your

Authorized Persons. You shall ensure that your personnel and agents abide by and comply with Applicable Law. ABCC+ shall not be liable to you as a result of any action taken or declined by us or our agents in good faith to comply with Applicable Law, and our or their failure to so comply shall neither constitute a breach of this Agreement nor relieve you of any of your obligations under this Agreement.

3.5 *Control Access by Authorized Persons.* Upon your reasonable request, we will establish, modify or cancel user identifiers, passwords and security codes that control access by you and your Authorized Persons to the Platform. You understand and agree that you are responsible for the confidentiality and use of the identifiers, passwords and security codes of your Authorized Persons. You will take appropriate steps to maintain, and to ensure that your Authorized Persons and employees maintain, the confidentiality of your authorized identifiers, passwords and security codes. You agree to report immediately to us any loss or theft of your identifiers, passwords and security codes, or any unauthorized access to your Account. You will be bound by all Orders placed through the Platform that are accompanied by a valid user identification assigned to you and an authorized password and security code. We shall have no duty to verify whether any such Order has been authorized by you, whether sent by an Authorized Person or otherwise, and it will be deemed for purposes of this Agreement that any such Order has been given by an Authorized Person.

3.7 *Funding the Account.* You may fund the Account by transferring Digital Assets from your accounts with third parties into the Account. No fees are charged by the Platform for funding the Account; however, third parties, such as your bank, may charge transaction and other fees. The Digital Assets will be transferred to the Platform's address for omnibus user account. The Platform will then credit your Account with such amount of Digital Assets on the Platform's ledger.

3.8 *Withdrawal of Digital Assets.* You may withdraw all or some of the Digital Assets under your name recorded on the Platform's ledger. There is no minimum amount of Digital Assets required to maintain your status as a User. Digital assets will be transferred from the omnibus user account held by the Platform to the specific Bitcoin or other Digital Assets address provided by you. Withdrawals may take up to three (3) days to complete, provided that larger withdrawals may take up to thirty (30) days to complete and that any withdrawal may be delayed as necessary to comply with Applicable Law and/or the Platform's user identification policy and Anti-Money Laundering Policy.

3.9 *Statement; Transaction History.* A statement of your Digital Assets balance and the status of the Account is available to you in electronic format for viewing anytime (subject to down times) at the Site. You may review online all transactions, including pending Orders, deposits and withdrawals, that have taken place in the previous one year. You also have the right to receive a receipt, trade ticket or other evidence of a transaction. Nothing in the transaction history should be treated as a valuation. You acknowledge that errors may sometimes occur and such errors do not impact the actual means and results of a given transaction. Any transaction listed in the statement or other communication including, but not limited to, receipts sent to your email address on record shall be deemed and treated as authorized and correct, approved, and confirmed by you unless we receive a written notice from you to the contrary within three calendar days from the date the communication was sent.

3.10 *Account Communication.* You understand and agree that all communication with you will be via email. We will use the email address, as provided by you, on record for your Account as the primary means of communicating with you. To ensure that you receive all of the communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes.

Delivery of any communication to the email address on record is considered valid. If any email communication is returned as undeliverable, we retain the right to block your access to the Platform or Services until you provide and confirm a new and valid email address.

#### 4. Personal Data; Privacy

4.1 *Privacy Policy.* You may be asked to provide certain personal and private data and information in creating your Account (the "Registration Data"). You agree to provide true, accurate, current and complete Registration Data. You further agree to maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times during the Term of this Agreement. Registration Data are deemed as "Personal Data" under the Privacy Policy, which is incorporated hereto by reference and forms a part of this Agreement. Use, retention and disclosure of Registration Data and other Personal Data we collected from you shall be governed by the terms of this Agreement including the Privacy Policy.

4.2 *Update of Personal Data.* You must promptly inform us of all changes, including, but not limited to, changes in the Registration Data or other Personal Data in connection with the Platform and Services, if applicable. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate the Account and refuse any and all current or future use of the Platform and Services by you, as well as subject you to civil liability or refer you to the appropriate law enforcement authorities for criminal prosecution. We shall not be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability to use the Platform or the Services.

4.3 *Recording and Recordkeeping.* You agree and understand that for mutual protection we may electronically record any telephone conversation we have with you. You also agree and understand that we maintain and retain records of all information, activity, and communications relating to your Account and your use of the Platform or Services.

#### 5. User Representations, Warranties and Covenants

5.1 *Legal Capacity to Sign.* By signing up to the Platform and opening an Account, you affirmed that you are at least 18 years old, have the legal capacity to enter into this Agreement by and between you and ABCC+, and agree to be legally bound by the terms and conditions of this Agreement, including the Terms and Conditions, Privacy Policy and Anti-Money Laundering Policy and other documents that are hereby incorporated by reference, in their entirety.

5.2 *Use the Platform for Own Account.* You shall use the Platform and the Services solely in compliance with the terms and conditions of this Agreement, solely for your own Account or your internal business purposes. You shall not sell, lease or otherwise provide access to the Platform or Services to any third party, nor act as a service bureau or otherwise use the Platform or the Services on behalf of any third party.

5.3 *Use of the Platform or Services by Others.* To the extent User is a corporation or legal entity, it shall limit access to the Platform or Services to officers or employees of User who need such access to perform their duties for User. User shall be responsible for the actions of any persons, authorized or unauthorized, who gain access to the Platform or Services through User. User will immediately notify us of any unauthorized use of the Platform or the Services, and we shall take reasonable steps to terminate User's access to the Platform. User shall remain liable for any use of the Platform or Services by such officers or employees until such termination.

5.4 *Compliance with Applicable Law.* You shall be responsible for your compliance with Applicable Law and shall not use the Platform and the Services, if such use is prohibited or otherwise violates any Applicable Law.

5.5 *Request for Information.* You shall comply with any reasonable requests by us, from time to time, for information, documents and agreements related to any Order or your use of the Services. You understand that we may use and report such information to such regulatory authorities as we deem necessary pursuant to the Privacy Policy.

5.6 *Proper Use of the Site and Content.* Except where expressly permitted by Applicable Law, you shall not translate, reverse-engineer, decompile, disassemble, or make derivative works from any of content from the Site or information received from the Services. You hereby agree to access the Site and use any content thereon in accordance to the Terms and Conditions, which is expressly incorporated hereto by reference and forms a part of this Agreement.

5.7 *Risk Disclosure.* You acknowledge that you have received, read and understood the Risk Disclosure Statement(s) attached hereto as Exhibit A and is fully aware of the potential risks associated with the access to or use of the Service and the trading and holding of Digital Assets.

5.8 *Anti-Terrorism.* The Services are subject to United States and international export controls and economic sanctions requirements. By purchasing Digital Assets on the Platform, you represent and warrant that your acquisition and use of any such Digital Assets do not violate those requirements. You are not located in, or are not controlled (within the meaning of the executive orders or regulations promulgating such economic sanctions or the Applicable Law authorizing such promulgation) by the government of, or any person located in, any country targeted by any of the Sanctions; you are not on the U.S. Treasury Department's Specially Designated Nationals List, the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, HM Treasury's financial sanctions regime, or any supranational, regional or country specific sanctions authority (each, a "Governmental Watchlist"). None of you, your parent company or controller, or any of their respective directors, officers, employees or persons acting on behalf of you nor, to the best of your knowledge, any of their respective agents or affiliates (a) is currently the subject of any of the Sanctions or (b) has conducted or entered into a contract to conduct any transaction with the governments of or any sub-divisions thereof, agents or representatives of, residents of, or any entity based or resident in, the countries that are currently subject to any Sanctions. You agree that the proceeds from the trading of the Digital Assets contemplated hereby will not be used to fund any operations in, to finance any investments, projects or activities in, or to make any payments to, any country, or to make any payments to, or finance any activities with, any person targeted by any of such Sanctions. "Sanctions" means any sanctions administered by the Office of Foreign Assets Control, or by the U.S. Department of State, or any sanctions imposed by the European Union (including under Council Regulation (EC) No. 194/2008), the United Nations Security Council, Her Majesty's Treasury or any other relevant Governmental Authority.

5.9 *Anti-Money Laundering.* You are and have been at all times in compliance with applicable financial recordkeeping and reporting requirements promulgated by the prevailing jurisdiction's Anti Money Laundering laws and regulations, or under U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended, or the Money Laundering Laws of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any court or Governmental Authority or any

arbitrator or non-governmental authority involving you or your affiliates with respect to the Money Laundering Laws is pending or threatened.

5.10 *Sophisticated Investor.* You are of Legal Age and/or have sufficient knowledge to use the Platform and place Orders. You are responsible for making sure that any Orders you place, are accurate and intentional.

5.11 *No Services in Violation of Law.* You agree and understand that the information and Services provided by the Platform are not provided to, and may not be used by, any individual or institution in any jurisdiction where the provision or use thereof would be contrary to any Applicable Law, or where we are not authorized to provide such information or Services. The Platform may not be available in all jurisdictions.

## 6. Trading Rules

6.1 *Transaction Among Users.* The Platform is a digital marketplace that allows you to place Orders and facilitates the settlement of the purchase or sale of Digital Assets with other Users. The Platform simply matches purchase and sale Orders put forth by Users and assists Users with carrying out their intent as expressed via the Orders. Except as expressly specified otherwise in this Agreement, neither ABCC+ nor the Platform is acting as a principal in, agent in or otherwise participating in those transactions. Neither ABCC+ nor the Platform is responsible for any disputes among or between Users regarding any transaction.

6.2 *Automatic Matching of Orders.* Matching Orders are automatically paired by the Platform through its proprietary software and models, and the Platform will notify the respective Users that the Order has been executed. Once a match is made, the Order is executed and cleared instantaneously. YOU SHOULD ONLY PLACE AN ORDER IF YOU FULLY INTEND TO COMPLETE THE TRANSACTION. You have the right to stop payment of a preauthorized Order by initiating procedures through your Account to effectuate closure of such open Order.

6.3 *Limit on Amount of Digital Assets to be Sold.* You may only sell such amount of Digital Assets as does not exceed the total amount of Digital Assets held in your Account and recorded in the Platform ledger, plus the applicable Transaction Fee (as defined below). Any attempt by you to sell more Digital Assets than the Platform records show exists in your Account after deduction of the applicable Transaction Fee will result in an unsuccessful trade and may be grounds for termination of the Account.

6.4 *Cancellation or Modification of an Order.* You acknowledge that you may not be possible in all circumstances to cancel or modify an Order, even before the Order is matched or executed. If you submit an Order through the Platform and wish to modify or cancel it, we may, so far as is reasonably practicable, provide assistance to you to do so. However, we accept no responsibility for ensuring that such Order is modified or canceled and you understand and agree that, if the Order cannot be canceled or modified, you are bound by any execution of the original Order. You further acknowledge that attempts to modify or cancel and replace an Order may result in over-execution or the execution of duplicate Orders, and you shall be responsible for all such executions.

6.5 *Monitoring and Confirmation of Open Orders.* You shall be deemed to have given Orders through the Platform when we acknowledge such Orders through the Platform or by such other means as we may determine (whether or not you actually receive or become aware of such acknowledgment). You understand that the Platform provides the ability to show the real-time status of all of your open Orders and pending instructions. You further understand that it is your responsibility to monitor your open Orders and pending instructions in real-time until the Platform

acknowledges the full execution, cancellation or rejection of the Orders or instructions and that we assume no responsibility or liability if you fail to do so. In the event that you fail to immediately notify us of any error in the real-time acknowledgment of the status of any of your open Orders or pending instructions, including the Platform's failure to promptly acknowledge the receipt of an Order after you transmit such Order, we reserve the right to exercise in good faith discretion to require you to accept the trade or to remove the trade from your Account at your sole benefit or loss. We may, in some cases, and at our sole discretion, require secondary electronic, verbal, written or other confirmation before acting if your Account activity is outside of its normal range of activities.

6.6 *Orders Subject to Trading Limits.* Your Orders shall be subject to trading limits that we may establish, revise and communicate to you from time to time.

6.7 *No Reversal of Trades.* Subject to [Section 6.10](#), once an Order has been executed and the appropriate Digital Assets have been credited into and debited from your Account, the transaction may not be reversible.

6.8 *Price of the Digital Assets.* You acknowledge that, due to technical and other restrictions, the price of Digital Assets displayed on the Site may be delayed and therefore not reflect the current, live market value of such digital asset. Nonetheless, you agree that the prices displayed on the Site control the value of your Account and your use of the Platform and Services.

6.9 *No Best Price Guarantee.* You acknowledge and agree that the Platform cannot and does not warrant or guarantee that any Order placed through the Platform will be executed at the best posted price. Among other things, the Platform may not have current access to all the markets on which a particular Digital Asset trades; other orders may trade ahead of your Order and exhaust available bids and offers at a posted price; other platforms or market makers may fail to honor their posted prices; other platforms may reroute user orders out of automated execution systems for manual handling; or rules, policies, procedures or decisions or system delays or failures may prevent your Order from being executed, may cause a delay in the execution of your Order or may cause your Order not to be executed at the best price.

6.10 *Cancellation of Trades.* Absent mutual consent of parties involved, we reserve the right to cancel or nullify trades in the event that:

- The trade resulted from an identifiable interruption or malfunction of execution or communication system that caused a quote or order to trade in excess of its disseminated size or quote;
- The trade resulted from an erroneous quote on the Platform that has a width of at least three times greater than the average quote width for such underlying Digital Assets during the time period encompassing five minutes before and after the dissemination of such quote;
- The trade occurred at a price caused by any of the above, 10% above or below fair market value or deemed clearly erroneous; and
- The trade was executed by any Account that has been hacked by unauthorized users and we determine in good faith that cancellation of the trades shall be in the best interest of Users or the Platform.

## 7. Transaction Fees

7.1 *Transaction Fee.* In exchange for access to the Platform and the Services, you agree to pay a fee on each settled transaction initiated by you (such fee, a "Transaction Fee"). The current Transaction Fee may be found on the Site after you log into your Account. We reserve the right to

change, modify or increase the Transaction Fee at any time and from time to time. Any such changes, modifications or increases will be effective upon posting such changes, modifications or increases on the Site. If you do not agree to the posted changes, modifications, or increases, you may delete the Account as provided herein. Your continued use of the Account following the posting of the modified Transaction Fee as posted on the Site will constitute the acceptance of all such changes or revisions.

*7.2 Fees to be Paid by Both Buyer and Seller.* Transaction Fees are paid by both the buyer and seller in any given transaction. The buyer and seller will each be charged a fee in USD or any other currencies from time to time, subject to our sole discretion. You are responsible for any fees imposed by third parties in connection with transferring Digital Assets into the omnibus client account. The Platform does not charge fees to transfer Digital Assets from the omnibus client account.

*7.3 Errors on the Statement.* If you believe that you have been erroneously charged a Transaction Fee, you shall notify the Platform immediately of such error, along with any additional information concerning the transaction. If you do not raise any question or objection within thirty (30) days after such alleged erroneous Transaction Fee first appears on any Account statement, such fee will be deemed acceptable by you for all purposes.

#### 8. Termination of the Account by User

*8.1 Termination of the Account by User.* You may close your Account by providing written notice to us, and on such notice, a hold will be placed on the Account to allow all pending transactions to clear, if any. After notifying us of your desire to close your Account, you may only use the Platform to withdraw the remaining available Digital Assets associated with such Account.

*8.2 Withdrawal of Digital Assets.* All Digital Assets appearing in the ledger and attributed to User who has provided a notice pursuant to [Section 8.1](#) must be withdrawn or otherwise sold or transferred before termination and closing of such User's Account will be finalized.

#### 9. Suspension or Limitation of Services by Us

*9.1 Limit, Suspension or Termination of Services and Platform.* We may, at any time and at our sole discretion, limit, suspend or terminate, or issue a warning to you regarding, the Services available to you, including terminating the Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing Digital Assets), inter alia, if:

9.1.1 we believe it is necessary or desirable to protect the security of the Account; or

9.1.2 if any Transactions are made which we in our sole discretion deems to be (a) made in breach of this Agreement or in breach of the security requirements of the Account; or (b) suspicious, unauthorised or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities; or

9.1.3 upon the insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution of User, or where we reasonably consider that there is a threat of the same in relation to you; or

9.1.4 we are unable to verify or authenticate any information you provided; or

9.1.5 we believe, in our sole and absolute discretion, that your actions may cause legal liability for you, the Platform or other Users of the Platform; or

9.1.6 we decide to cease operations or to otherwise discontinue any Services or options provided by the Platform, or parts thereof; or

9.1.7 there is a change in your circumstances (including a deterioration in or change to your financial position) which we consider, in our sole discretion, material to the continuation of the Account; or

9.1.8 we are directed as such by any Governmental Authority;

9.1.9 we decide, in our sole and absolute discretion, that your actions have materially affect the market stability or other users of the platform, including but not limited to you trade the Digital Assets at unusually high frequency within a short period of time or manipulate trading volume or price through multiple controlled accounts' trading activities without informing us;

9.1.10 we are otherwise required to do so by Applicable Law; or

9.1.11 we otherwise decide in our sole discretion that termination or suspension of the Account or Services is necessary;

and we will make reasonable efforts to inform you of any such suspension, limit or termination in advance, or if this is not practicable, immediately afterwards and give our reasons for such suspension, limit or termination unless informing you would compromise security measures or is otherwise prohibited by the Applicable Law.

9.2 *Return of Funds after Termination.* If the Account is terminated, we will return your funds, less the value of any trading fee discounts, rebates, damages and/or improper profits that ABCC+ is entitled to pursuant to this Agreement. If the Account is no longer subject to an investigation, court order, or subpoena, you authorize ABCC+ to return such funds (less any trading fee discounts, rebates, and/or damages to which ABCC+ is entitled) to any bank account linked to the Account, unless otherwise required by Applicable Law. If there is a Digital Asset balance remaining in your Account, you agree to provide us with a digital asset address within seven calendar days upon receiving notice from us, so that we can return the remaining Digital Assets to you. If you fail to do so, you hereby agree that we are permitted to sell any remaining Digital Assets on the open market at a price within 5% of the prevailing market price as reasonably determined by us and return the proceeds (less any trading fee discounts, rebates, and/or damages to which ABCC+ is entitled) to any bank account linked to the Account.

9.3 *No Liability for Such Suspension, Limitation or Termination.* Neither ABCC+, the Platform nor any third party acting on their behalf shall be liable to you for any suspension, limitation or termination of your Account or your access to any part of the Platform or Services in accordance with this Agreement.

9.4 *Not to Regain Access after Termination.* You shall not attempt to regain access to the Platform or the Services if your access is terminated by us, whether using the same or different username, without our prior written consent.

#### 10. Intellectual Property; Confidentiality

10.1 *Intellectual Property Rights.* All copyright, trademark, trade secret and other intellectual property rights in the Platform shall remain at all times the sole and exclusive property of ABCC+, and you shall have no right or interest in the Platform or any tools, data or models thereof, whether by way of license or otherwise, except for the right to access and use the Platform as specified herein.

10.2 *Protection of the Intellectual Property Rights.* The Platform and the Services are the confidential and proprietary property of ABCC+, which have been developed, compiled, selected and arranged utilizing methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. You agree to protect the proprietary and intellectual property rights of ABCC+ using the same degree of care that you use to protect your own confidential property, but in no event less than a reasonable degree of care. You will, by instruction, agreement or otherwise, ensure that your employees or agents maintain the confidentiality of the Services.

10.3 *Use of the Platform; Terms and Conditions.* You will not copy, modify, de-compile, reverse engineer or make derivative works of the Platform or the Services or otherwise attempt to ascertain the design or any proprietary features of the Platform or the manner in which it operates. You represent that you have read and understood the Terms and Conditions, which is incorporated hereto by reference and shall be a part of this Agreement. You agree to pay liquidated damages of five thousand dollars (\$5,000) (being a genuine, pre-estimate of loss and damage suffered by ABCC+ as a result of the said breach) for a breach of this [Section 10.3](#) including the Terms and Conditions, plus any and all fees associated with recovery of these damages, including attorney's fees and costs.

10.4 *Injunctive Relief.* You acknowledge that we shall be entitled to seek injunctive relief against breaches by you of this [Section 10](#), in addition to any other rights and remedies that we may have under law or at equity or under this Agreement, without the need to post a bond or other security.

#### 11. No Implied Warranty; Release

11.1 *No Implied Warranty.* The Platform and the Services provided by ABCC+ pursuant to this Agreement are provided "as is," without warranty of any kind by ABCC+, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, trade usage, course of dealing, or course of performance, or of the accuracy, timeliness, availability, reliability, quality or completeness of the Platform, the Services or any information provided through the Platform or the Services. The entire risk as to the quality and performance of the Platform and the Services are with you and there is no guarantee that the Platform and the Services meet your requirements, be error free, or operate without interruption.

11.2 *No Other Guarantee or Warranty.* We cannot and does not guarantee or warrant that files available for downloading from the Site will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties; and accordingly, we do not assume any

responsibility or risk for the use of the Site; you acknowledge that the prices of Digital Assets can be volatile and we are not in any way responsible or liable for any losses you may incur by holding or trading the Digital Assets, even if the Site or Services are delayed, suspended, or interrupted for any reason. We are not responsible for any use of confidential or private information by Users or third parties.

We shall have no responsibility for (i) your error in inputting an Order into the Platform, (ii) any error occurring in the markets of Digital Assets or currencies, (iii) rejection of any Order by the Platform or the Services, (iv) the acts or omissions of any third parties, or (v) any error by any other cause outside our direct control.

11.3 *Release.* To the maximum extent permitted by Applicable Law, you hereby discharge, acquit, and otherwise release us, our parent company, affiliates and subsidiaries and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, independent contractors, telecommunication providers, and agents (collectively, the "Indemnified Parties"), from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of, or activities relating to the use of the Site, the Platform and Services including, but not limited to, claims relating to the following: negligence, gross negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, any financial loss not due to the fault of the Site, false identities, fraudulent acts by others, invasion of privacy, release of personal information, failed transactions, purchases or functionality of the Platform, unavailability of the Site or the Platform, its functions and/or Services and any other technical failure that may result in inaccessibility to the Site, the Platform or the Services, or any claim based on vicarious liability for torts committed by you encountered or transacted with through the Platform and the Services, including, but not limited to, fraud, computer hacking, theft or misuse of personal information, assault, battery, stalking, rape, cheating, perjury, manslaughter, or murder. The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by us. This release is intended by the parties to be interpreted broadly in favor of us, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

## 12. Indemnity; Limitation on Liability

12.1 *Indemnification.* To the maximum extent permitted by Applicable Law, you agree to defend, indemnify, and hold harmless the Indemnified Parties, from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees, directly or indirectly, resulting from or by reason of (i) your (or if you are under another person's authority, including, without limitation, Governmental Authorities, such other person's) use, misuse, or inability to use the Site, the Platform, the Services, or any of the content contained therein; or (ii) your breach of this Agreement, including those documents that are expressly incorporated into this Agreement by reference and form a part of this Agreement.

12.2 *Notice of Indemnification; Defense.* We shall notify you by email, mail, or other appropriate means, of any such claim or suit, and reasonably cooperate (at your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or choose our own legal counsel, but are not obligated to do so.

- *Limitation of Liability.* Under no circumstances and under no theory of law (tort, contract, strict liability or otherwise), shall we or any of our agents be liable to you or any other person for any damages arising from the use or misuse of, or inability to use, the Platform, the Site or the Services, regardless of whether such damages are direct, indirect, special, incidental or consequential damages of any character, including damages for trading losses, loss of information, business interruption or lost profits, or for any claim or demand by any third party, even if we knew or had reason to know of the possibility of such damages, claim or demand if the foregoing disclaimer and waiver of liability should be deemed invalid or ineffective.

12.4 *Maximum Liability.* In no event shall our liability, regardless of the form of action and damages suffered by you, exceed the highest aggregate monthly commissions and fees paid by you to us in connection with the Platform or the Services.

12.5 *Force Majeure.* We will not be liable for our failure to perform any obligations under this Agreement due to events beyond our control, and the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond our control include, but are not limited to, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labour disputes, equipment failures, bank failures, virtual currency market collapse or fluctuations, credit or debit card transaction processing failures, strikes, fire, flood, earthquake, hurricanes, tropical storms or other natural disaster or casualty, shortages of labour or material, shortage of transportation, facilities, fuel, energy, government regulation or restriction, acts of civil or military authority or terrorism, fibre cuts, weather conditions, breaches or failures to perform by third parties, technical problems, including hardware and software crashes and other malfunctions, failure of the telecommunications or information services infrastructure, hacking, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures.

12.6 *Illegality.* If, after the date of this Agreement, any amendment or revision to the existing Applicable Law becomes effective which substantially alters or limits our ability to operate the Platform as it currently does or intends to do or perform any of the Services hereunder, we shall have the right to cancel this Agreement, with notice, if reasonably possible, effective upon the earlier of (i) the date upon which we are unable to operate the Platform as it currently does or provide such Services hereunder; or (ii) thirty (30) days following notice.

12.7 *Set Off.* To the extent permitted by Applicable Law, we reserve the right to set-off any damages or amounts owed to us by you for your breach of this Agreement or other obligations under this Agreement against funds in your Account. As a result, ABCC+ will be entitled to charge your Account for such damages or amounts without notice, including legal and enforcement related costs that we incur. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and we may place any amounts garnered from you in a separate account, and will pay you the remaining balance after any noted issue has been resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in the Account, that asset may not be transferred out of the said Account until the matter is resolved. We will provide copies of all invoices on request.

### 13. General Provisions

13.1 *Electronic Contract.* By clicking “I AGREE,” during the account opening process, you agree to be legally bound by the terms and conditions of this Agreement. If you do not agree to be legally bound by the terms and conditions of this Agreement, do not click “I AGREE” and please do not visit, access, or use the Platform or the Services in any capacity or manner. Whether or not you click “I AGREE,” if you sign up for an account and use the Platform in any capacity or manner, you agree, by virtue of any such action, to be legally bound by the terms and conditions of this Agreement (including any changes or amendments and all documents that are incorporated hereto by reference) in their entirety.

13.2 *Interpretative Provisions.* The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections and Exhibits are to Sections and Exhibits of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit but not otherwise defined therein shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract, as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; provided that with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law”, “laws” or to a particular statute or law shall be deemed also to include any and all Applicable Law. Headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

13.3 *Notices and Communications.* We reserve the right to send electronic mail or other messages to Users. The purpose of these communications may include, but is not limited to: (i) providing you with information concerning your Account; (ii) providing information regarding products or services offered by our affiliates or partners; (iii) informing you about any related products or services; or (iv) providing you with information about any item that we think, in our sole discretion, may be of interest to you.

13.4 *Amendments and Waivers.* You understand and agree that we may modify or change the terms and conditions of this Agreement by providing you with notice of a Revised Agreement, which can be delivered via email. A Revised Agreement shall supersede all prior understandings or agreements between you and us and Revised Agreement shall prevail over any contrary or alternative terms and conditions of yours. If you do not consent to the terms and conditions of Revised Agreement, you shall promptly notify us and promptly discontinue your use of the Platform. Your continued use of Platform after we have provided notice as provided herein shall constitute acceptance of the terms and conditions of Revised Agreement.

No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

13.5 *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that you may not assign, delegate or otherwise transfer any of your respective rights or obligations under this Agreement without our prior written consent.

13.6 *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of Labuan, without regard to the conflicts of law rules of such jurisdiction.

13.7 *Arbitration.* All Parties agree that if any dispute arises out of or in connection with this Agreement (including its Exhibits and all documents incorporated hereto by reference), including any question regarding its existence, validity or termination which cannot be settled through negotiation, they shall in good faith, be referred to and try to settle by arbitration by this Agreement's competent jurisdiction, of a national mediation or resolution Authority, whose rules are deemed to be incorporated by reference in this clause. The dispute shall be resolved by one (1) arbitrator appointed by the parties. If the parties cannot agree on one (1) arbitrator, the dispute shall be resolved by three (3) arbitrators, one (1) appointed by ABCC+, one (1) appointed by you and the third appointed by the first two (2) arbitrators. The arbitration proceedings shall be conducted in English. Any award is final and may be enforced in any court of competent jurisdiction. The award shall apportion the costs of arbitration. The parties shall duly and punctually perform their obligations hereunder pending issuance of the arbitral award.

13.8 *Third Party Beneficiaries.* No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the parties hereto and their respective successors and assigns.

13.9 *Entire Agreement.* This Agreement, the Terms and Conditions, the Privacy Policy, the Anti-Money Laundering Policy and other documents that are incorporated hereto by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof.

13.10 *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

13.11 *Injunctive Relief.* You agree and understand that your obligations and the obligations of each user set forth in this Agreement are necessary and reasonable in order to protect us and the Platform. You expressly agree that due to the unique nature of our business, monetary damages would be inadequate to compensate us for any breach by you of the covenants and agreements set

forth in this Agreement. Accordingly, you agree and understand that any such violation or threatened violation shall cause irreparable injury to us and that, in addition to any other remedies that may be available, in law, in equity or otherwise, we shall be entitled to obtain injunctive relief against any threatened breach of this Agreement or your continuation of any such breach, without the necessity of proving actual damages.

13.12 *Term.* This Agreement shall be effective on/from June 3, 2024 and shall continue in full force and effect unless and until either party terminates this Agreement in accordance with the terms hereof (the “Term”). All of your outstanding obligations that should have been but have not been performed under this Agreement shall not be deemed to be discharged or terminated upon such termination and the provisions under Sections 7.1, 10, 11 and 12 shall survive the termination.

Exhibit A

Risk Disclosure Statement

In acceding or using the Platform and the Services, you represent and warrant that you are fully aware of the following risks associated with the transactions involving Digital Assets or the use of Internet:

- The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time;
- The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets;
- Neither ABCC+ nor the Platform is registered or licensed as a broker or dealer, a securities exchange, a virtual asset service provider, a capital market service provider or an alternative trading system in any jurisdiction. The trading and settlement of the transactions regarding the Digital Assets are not oversight by any governmental authority or self-regulatory institution.
- Deposits into your Account is not considered deposits under the Applicable Law, rules, or regulations in your jurisdiction;
- Fiat currency in your ABCC+ Account is not subject to applicable deposit insurance protection;
- Digital assets in the Account are not subject to deposit insurance protection, including, but not limited to, FDIC insurance or Securities Investor Protection Corporation protections;
- Digital assets are not legal tender and are not backed by the government;
- Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;
- Some digital asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction;
- The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency or Digital Assets for Digital Assets, which may result in the potential for permanent and total loss of value of a particular digital asset should the market for that digital asset disappear;

- The nature of Digital Assets may lead to an increased risk of fraud or cyber attack, and may mean that technological difficulties experienced by the Platform may prevent the access to or use of your Digital Assets; and
- The Platform or the Services may become unavailable due to changes to Applicable and you may suffer loss or incur liabilities due to the termination or suspension of the Platform or any or all of the Services.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that ABCC+ does not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, digital Assets. *You agree and understand that you access and use the Platform and the Services at your own risk; however, this brief statement does not disclose all of the risks associated with Digital Assets and using the Platform.* You should, therefore, carefully consider whether such use is suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of the funds in your Account, and that under certain market conditions, you may find it difficult or impossible to liquidate a position.