

SECTOR SPECIFIC MERCHANT TERMS – CRYPTOCURRENCY EXCHANGE

These terms and conditions are supplemental to the Agreement and govern the supply of Services to cryptocurrency exchange businesses.

1. DEFINITIONS AND INTERPRETATION

1.1. In these additional terms and conditions, the following terms shall have the following meanings (unless the context otherwise requires):

“**Cryptocurrency Exchange**” means, as applicable, a cryptocurrency exchange which operates either:

- (a) an “over-the-counter” model selling crypto currency to Buyers from its own inventory and which is then immediately sent “off-platform” (i.e. “off-platform” meaning to the Buyer’s designated crypto-wallet that is not operationally connected to your crypto currency platform); or
- (b) a broker model, facilitating the matching of orders to purchase and sell specified crypto currency between its registered users (Buyers) and providing on-platform storage of such crypto currency for its registered users.

2. OUR OBLIGATIONS

2.1. We are only required to provide the Services in respect of the Cryptocurrency Exchange as at the Commencement Date and only to the extent permitted by Applicable Law. You must obtain our prior written consent before making any change to:

- (A) the goods and/or services (including the specific crypto currency) sold by you which commonly fall within the Cryptocurrency Exchange and as set out in your Application Form and for which the Services are being provided;
- (B) the Cryptocurrency Exchange including without limitation:
 - (1) any change from an over-the-counter model to a broking model (i.e. facilitating the matching of orders to purchase and sell between third parties) or, as applicable, any change from a broking model to an over-the-counter model (i.e. selling crypto currency to Buyers from its own inventory and which is then immediately sent “off-platform”);
 - (2) any change to how the crypto currency is held (on/off platform, hot/cold storage and the proportions in each case);
 - (3) any change to how a Buyer may withdraw, convert or otherwise use the crypto currency which it has purchased on the exchange;
 - (4) any material change to the custodial wallet service; or
 - (5) introducing any form of fiat currency value wallet,

and you undertake to provide us with not less than thirty (30) days’ prior written notice before implementing any such changes (“**Business Change Notice**”). You shall provide us with any information that we request in relation to the Business Change Notice and we are under no obligation to approve any such proposed change.

2.2. We are not obliged to execute any Transaction nor provide any Service that fails to comply with any Applicable Law or the Network Rules, in any jurisdiction. You therefore acknowledge and agree that we are not obliged to execute any Transaction or provide any Service to you under the Agreement that

we consider, in our sole discretion, would breach any Applicable Law or the Network Rules in any jurisdiction or that would otherwise cause us any loss, liability or reputational damage.

3. YOUR OBLIGATIONS

- 3.1. You shall only accept Transactions in respect of goods and/or services the sale and/or supply of which commonly falls within the applicable Cryptocurrency Exchange and are in accordance with Applicable Law. You will not submit Transactions to us in respect of Transactions from Buyers located in jurisdictions in which it is illegal to receive Cryptocurrency Exchange services.
- 3.2. Without prejudice to paragraph 2.2, you must not:
 - (A) submit any Transaction Data to us in respect of Transactions relating to crypto currency where the Buyer is located in a country where such Transactions are contrary to any Applicable Law;
 - (B) use our facilities to provide, or to assist others in providing, crypto currency opportunities to any person located in a country where such provision would be or contrary to any Applicable Law;
 - (C) use our facilities to process or assist others in processing crypto currency Transactions from any person located in a country where such processing would be contrary to any Applicable Law;
 - (D) make payments in relation to crypto currency Transactions to any person located in a country where such payments would be contrary to any Applicable Law, from accounts held with us; and/or
 - (E) pay any revenues/profits arising from crypto currency Transactions initiated or carried out in a country where such transactions are contrary to any Applicable Law, into accounts held with us.
- 3.3. You represent and warrant that throughout the term of the Agreement, you have and shall maintain appropriate technical and organisational measures in relation to the Cryptocurrency Exchange to ensure compliance with all Applicable Laws, all Sanctions, all Network Rules and terms of the Agreement which includes adequate and appropriate Transaction and Buyer monitoring systems involving the real-time screening of customers, customer accounts and/or Transactions ("**Technical Measures**").
- 3.4. You shall implement, maintain and procure compliance by your staff of adequate and sufficient policies and procedures (including the Technical Measures) that are designed to verify customer's identities (including beneficial owners) and to detect and prevent money laundering, terrorist financing, Sanctions breaches, bribery and corruption, fraud, other abusive Transactions, behaviours and/or financial crime (the "**AML & CDD Procedures**").
- 3.5. We may periodically conduct due diligence on you and the Cryptocurrency Exchange during the term of the Agreement. You represent, warrant and undertake to cooperate with us and provide such information and documents as we may reasonably request (subject to any applicable legal restrictions or limitations) including, but not limited to, completing and returning any questionnaire provided to you by us requesting information regarding you (including your beneficial owners and management), the Cryptocurrency Exchange, the Technical Measures and your internal policies and procedures (including the AML & CDD Procedures).
- 3.6. You shall provide us with such financial information as requested by us from time to time.

- 3.7. You acknowledge and agree that the provisions and obligations in these additional terms are of a material and significant nature and any breach of its provisions shall be deemed a material breach of the Agreement.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. You represent, warrant and undertake that during the term of the Agreement:

- (A) you will not submit Transactions to us in relation to the purchase of “Credits” or any other type of electronic store of monetary value, without our prior written consent;
- (B) the crypto currencies available for purchase by Buyers shall not:
 - (1) have any security-like or quasi security-like elements including coins or tokens issued as a part of an initial coin offering;
 - (2) have characteristics directly linking/pegging its value to that of fiat currency; or
 - (3) include crypto currency derivative products (e.g. contracts for difference) or otherwise have characteristics which may cause it to be classified as a regulated financial instrument or product under Applicable Law including under MiFID II (meaning MiFID (2014/65/EU) as implemented in any relevant jurisdiction and the Markets in Financial Instruments Regulation (MiFIR - 600/2014/EU)).

5. TERMINATION

- 5.1. We may terminate the Agreement or any Service, or suspend the provision of any Service with immediate effect, to be notified to you in writing, if:

- (A) you commit a breach of paragraph 2.1;
- (B) you commit a breach of these provisions which, if capable of remedy, is not remedied to our reasonable satisfaction within twenty-one (21) days of service of a notice requiring such remedy;
- (C) either: (1) there is a withdrawal or termination of any licence, permission or authorisation required to operate the Cryptocurrency Exchange; or (2) in our opinion, there is a requirement for you to obtain any licence, permission or authorisation in any relevant jurisdiction in order to operate the Cryptocurrency Exchange which you have not obtained;
- (D) there is a change our cryptocurrency sector risk policy where we, in our reasonable discretion, determine that our relationship with the Cryptocurrency Exchange represents an increased risk of loss or liability or reputational damage to us;
- (E) we do not wish to provide Services in relation to any change to the Cryptocurrency Exchange as proposed in a Business Change Notice (as defined in paragraph 2.1); or
- (F) we are not satisfied with the results of due diligence undertaken in accordance with paragraph 3.5.