

VELIC TOKEN EXCHANGE USER TERMS & CONDITIONS

JUNE 16, 2020 (VERSION 1.05)

IN THESE TERMS, WORDS AND EXPRESSIONS NOT OTHERWISE DEFINED SHALL, WHERE NOT INCONSISTENT WITH THE CONTEXT, HAVE THE MEANINGS RESPECTIVELY ASCRIBED THERETO IN ANNEX 1 OF THESE TERMS.

1. ACCEPTANCE OF TERMS

1.1 In these terms and conditions (“**Terms**”), “we” or “us” refers to VEX and the Proxy (as defined in Paragraph 1.2), and “our” shall be construed accordingly. “You” refers to any person accessing, or using the Exchange Services (as defined in Annex 1 of these Terms) as accessible at our website: https://man.velic.io/VELIC_Exchange_User_Agreement.pdf (“**Website**”), and “your” shall be construed accordingly.

1.2 VEX is a private company limited by shares to be incorporated in Singapore.

Pursuant to section 41 of the Companies Act (Chapter 50) of Singapore, “any contract or transaction purporting to be entered into by a company prior to its formation or by any person on behalf of a company prior to its formation may be ratified by the company after its formation and thereupon the company shall become bound by and entitled to the benefit thereof as if it had been in existence at the date of the contract or other transaction and had been a party thereto.”, and “prior to ratification by the company the person or persons who purported to act in the name or on behalf of the company shall in the absence of express agreement to the contrary be personally bound by the contract or other transaction and entitled to the benefit thereof.”

UNHA AG Pte. Ltd. (“**Proxy**”) is entering into these Terms (or the agreement as shall be constituted between you and VEX by your acceptance of these Terms) on behalf of VEX prior to VEX’s incorporation, with the intention that these will be ratified by VEX after its incorporation. You will be notified of such ratification via the Preferred Communication Modes.

1.3 Each of you, VEX (subject to ratification of these Terms thereby), and the Proxy shall hereinafter each be referred to as a “**Party**”, and collectively, the “**Parties**”. VEX and its Affiliates (as defined in Annex 1 of these Terms) shall hereinafter be collectively referred to as the “**VELIC Group**” and each a “**VELIC Affiliate**”, which for the avoidance of doubt shall include the Proxy.

1.4 Your use of the Exchange Services is subject to these Terms as may be amended by us from time to time at our sole and absolute discretion. By accessing or using the Exchange Services, you irrevocably and unconditionally agree to be bound by these Terms. The Website Terms of Use (accessible at https://man.velic.io/VELIC_Terms_of_Use.pdf), Privacy Policy (accessible at https://man.velic.io/VELIC_Privacy_Policy.pdf) and all other rules, policies and procedures posted on the Website constitute a part of and are hereby incorporated by reference in their entirety to these Terms. **If you do not agree to these Terms, please exit the Website and cease usage of the Exchange Services immediately.**

1.5 We may revise these Terms at any time with or without notice to you and any changes will be

uploaded on the Website. These changes shall take effect from the date of upload and your continued access or use of the Website and/or the Exchange Services from such date shall be deemed to constitute acceptance of the new Terms. It shall be your sole responsibility to check the Website for such changes from time to time. Please review these Terms periodically to ensure that you understand all of the terms and conditions that apply to your access to and use of the Exchange Services.

1.6 Any personal data or information which you provide to us is also subject to the latest version of our Privacy Policy, which is incorporated by reference into these Terms.

1.7 In accessing or using the Exchange Services, you irrevocably and unconditionally:

- (a) agree to be bound by and to abide by the latest version of the Terms without variation or modification;
- (b) represent and warrant that in the jurisdiction to which you are subject, you are of legal age to use the Website and/or the Exchange Services and to create binding legal and financial obligations for any liability you may incur as a result of the use of the Website and/or the Exchange Services; and
- (c) represent and warrant that you are not a Disqualified Person (as defined in Annex 1 of these Terms) or acting on behalf of a Disqualified Person.

1.8 Save for the Website Terms of Use, Privacy Policy and all other rules, policies and procedures posted on the Website, no information contained in or on, and no part of the following:

- (a) the finalized, published and adopted version or draft of the Whitepaper (as defined in Annex 1 of these Terms);
- (b) the Website;
- (c) any website directly or indirectly linked to the Whitepaper or the Website;
- (d) the Services described in Annex 6 of these Terms; or
- (e) any other information or document,

shall constitute part of these Terms, and no representations, warranties or undertakings are or are intended or purported to be given by any VELIC Affiliate (including VEX and the Proxy) in respect of any information contained in or on, or any part of, the items as stated in Paragraphs 1.8(a) to (d) above.

1.9 **The information in relation to the Services set out in Annex 6 is not intended to create legal relations with a recipient of the same or to be legally binding or enforceable by such recipient against the VELIC Group. Save for the Exchange Services which are governed by these Terms, all of the other Services as described in Annex 6 shall be governed by terms and conditions separate and distinct from these Terms upon introduction and implementation of the same.**

2. ELIGIBILITY

Access to the Website and/or the Exchange Services is intended for and extended only

to a person or body corporate who is not a Disqualified Person.

Accordingly, you are not eligible to access the Website or use the Exchange Services if you are a Disqualified Person. If you are a Disqualified Person, or if you are acting on behalf of a Disqualified Person, you should exit the Website and cease usage of all Exchange Services immediately.

3. ACCOUNT AND USER INFORMATION, USER ADDRESS, HOSTED ADDRESS, AND USER BANK ACCOUNT

3.1 Account and User Information

3.1.1 We may from time to time offer various categories of Accounts with varying eligibility criteria, features, and existence. Such categories of Accounts shall be as indicated on the Website. Your access to the VELIC Platform and/or use of the Exchange Services shall be conditional on your successful application and registration for an Account, which is in turn conditional upon ("**Registration Conditions**"):

- (a) your provision of the following information as we may request:
 - (i) your valid email address owned, held, and controlled by you ("**User Email Address**");
 - (ii) your valid contact mobile number owned, held, and controlled by you at which you are able to receive mobile and electronic communications pursuant to these Terms ("**User Contact Number**");
 - (iii) your confirmation that you have read these Terms and acceptance thereof; and
 - (iv) such other information and/or documents any VELIC Affiliate (including VEX and the Proxy) determines is necessary in its respective sole discretion in order to comply with Applicable Laws or otherwise in connection with your access of the Website and/or the provision of Exchange Services to you, including but not limited to your name, residential or registered address, telephone number (in addition to the User Contact Number), date of birth, passport / identification number(s), and photo identification proof; and
- (b) results of Know-Your-Client ("**KYC**") and Anti-Money Laundering / Countering the Financing of Terrorism ("**AML/CFT**") checks conducted on you being satisfactory to us; and
- (c) your fulfillment of any such other criteria as we may impose in connection herewith being satisfactory to us.

3.1.2 In addition to the information requested in Paragraph 3.1.1(a), we will also request from you the following information:

- (a) your User Address(es) to be used for transfer(s) of Supported Tokens to and/or from your Account in connection with the Exchange Services; and
- (b) your User Bank Account(es) to be used for transfer(s) of Supported Fiat Currencies to and/or from your Account in connection with the Exchange Services.

- 3.1.3 You irrevocably and unconditionally agree that we may, without prior notice to you, suspend, or terminate your access to the Website and/or use of the Exchange Services until your fulfillment of the Registration Conditions is to our full satisfaction, including your provision of any requested User Information. You also irrevocably and unconditionally agree that such User Information provided by you to us may be shared without limitation or restriction with any other VELIC Affiliate (including VEX and the Proxy) and/or regulatory authority for the purpose of compliance with any Applicable Laws in connection with the Exchange Services.

For the purpose of these Terms, a restriction to your access to the Website and/or use of the Exchange Services may include, but is not limited to:

- (a) limiting the number of open Token Exchange Orders that you can initiate via the Exchange Services;
 - (b) restricting Token Exchange requests from certain locations; or
 - (c) limiting the amount of Supported Tokens and/or Supported Fiat Currencies you may transfer in or out of your Account.
- 3.1.4 By submitting any of your User Information, you agree and acknowledge that such User Information as submitted is complete, accurate and authentic, and you shall promptly update us of any changes to your User Information. In the event of any change to your User Information, you shall notify us of any such change and provide proof thereto to our satisfaction and irrevocably and unconditionally agree that we may, without prior notice to you, suspend, restrict, or terminate your access to the Website and/or use of the Exchange Services until proof of any such change has been provided to our full satisfaction.
- 3.1.5 By submitting your User Information, you shall be deemed to have authorized and/or permitted:
- (a) any VELIC Affiliate (including VEX and the Proxy) to directly or through third parties make inquiries which any VELIC Affiliate (including VEX and the Proxy) in its absolute discretion considers necessary to verify such User Information as submitted for the purpose of compliance with any Applicable Laws or otherwise; and
 - (b) any VELIC Affiliate (including VEX and the Proxy) to take any action which any VELIC Affiliate (including VEX and the Proxy) deems necessary based on the results of such inquiries.
- 3.1.6 Your Account is not transferable or assignable under any circumstances and shall be solely for your use, and you shall be responsible for all activities undertaken with your Account. Notwithstanding the foregoing, we shall have the right to transfer or assign all of the rights, benefits, or obligations under these Terms to any person and you shall sign, execute and deliver any and all deeds, instruments, agreements and/or other documents in connection with such assignment or transfer and do all other acts and things and take all such steps as may be necessary, desirable or expedient to give effect to such assignment or transfer.
- 3.1.7 You are responsible for maintaining adequate security and control of any and all login identification details, passwords, hints, personal identification numbers, or any other codes that you use to access the Exchange Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third-parties and the loss or theft of your Supported Tokens and/or Supported Fiat Currencies held in your Account associated accounts, including from your Account, your User Address and/or

User Bank Account. We will not be liable to you for any Losses incurred in connection with the compromise of Account login credentials and/or any failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Account has been compromised, contact VEX Support immediately at support@velic.io.

3.2 Communications

3.2.1 You irrevocably and unconditionally acknowledge and agree that all communication by us (or any VELIC Affiliate (including VEX and the Proxy)) with you will be via the following modes ("**Preferred Communication Modes**"):

- (a) your User Email Address on record;
- (b) posting such communication on relevant channels on the VELIC Platform;
- (c) such communications application or other messaging service as we may develop for the purpose of the VELIC Platform; and/or
- (d) your User Contact Number on record, and if so, you acknowledge that your carrier's normal messaging, data, and other rates and fees may apply to such mobile communications, and agree that you shall be responsible for all such rates and fees incurred in connection therewith.

3.2.2 **To ensure that you receive all of our communications, you irrevocably and unconditionally agree to keep your User Email Address and User Contact Number up-to-date and immediately notify us if there are any changes to the same.** Delivery of any communication to you is considered to be delivered, valid, and received by you at the point of the same being sent out. If any communication is returned as undeliverable, we retain the sole and absolute discretion to block and/or suspend your access to the Exchange Services until you provide and confirm such new and valid contact information which we shall deem satisfactory at our sole and absolute discretion.

3.2.3 You may choose not to receive our communications via one or more Preferred Communication Modes by contacting us at support@velic.io and informing us in writing of your intention to the same. If you choose not to receive communications via one or more Preferred Communication Modes, we may, in our sole and absolute discretion, suspend or terminate your use of the VELIC Platform and the Exchange Services with immediate effect without any prior notice to you, and/or charge you additional fees for establishing and facilitating other modes of communication.

3.3 Instructions

3.3.1 You hereby authorize any VELIC Affiliate (including VEX and the Proxy) to rely and act on, and treat as fully authorized by and binding upon you, any order, instruction or communication (by whatever means transmitted and whether or not in writing), which purports to have been given and which is reasonably accepted by us in good faith as having been given by you, without further enquiry on our part as to the genuineness of authority or identity of the person giving or purporting to give such instructions and regardless of the circumstances prevailing at the time.

3.3.2 Without prejudice to the foregoing, we shall be entitled (but not obliged) to verify and be satisfied with respect to the identity of the person purporting to give such order or the source and origin of such order and we may not rely or act upon any such order unless and until we are satisfied as to the matters on which we sought verification.

3.3.3 You agree that you shall be responsible to us for all engagements, indebtedness and any obligations made or entered into in your name whether in writing or orally, and howsoever communicated or purported to be given in the manner above. We will not be liable to you for any Losses incurred in connection with any VELIC Affiliate (including VEX and the Proxy) so acting.

3.3.4 We shall have the discretion to refuse to accept or act on any of your orders, instructions or requests without having to assign any reason for such refusal and we shall bear no liability whatsoever for failing to comply with any of your orders, instructions or requests or for exercising or failing to exercise any discretion, power or authority conferred upon us by these Terms. The record or recollection of any of our officers, employees or agents receiving instructions from you is conclusive against you as to the contents of such instructions.

3.4 **User Address and User Bank Account**

3.4.1 Your User Address:

- (a) shall be owned, held, and be fully controlled by you, and you shall hold and have full control of the private key (whether such private key is held through a personal wallet or otherwise) and all other credentials to your User Address, and we may require you to verify that you control the User Address before you are permitted to transfer Supported Tokens between your User Address and your Account;
- (b) shall not be an Address owned, held, or controlled by a person other than you, including but not limited to a cryptocurrency exchange address or a third party hosted wallet address; and
- (c) must be fully compatible with and support the Supported Tokens and the Exchange Services,

and you shall immediately notify us in writing if your User Address ceases to comply with the foregoing of this Paragraph such as when your personal wallet has been hacked with the consequence that your full control of your User Address is compromised.

3.4.2 Your User Bank Account:

- (a) shall be owned, held, and be fully controlled by you, and you shall hold and have full control of the User Bank Account, and all other credentials to your User Bank Account, and we may require you to verify that you control the User Bank Account before you are permitted to transfer Supported Fiat Currencies between your User Bank Account and your Account;
- (b) shall not be a bank account owned, held, or controlled by a person other than you; and
- (c) must be fully compatible with and support the Supported Fiat Currencies,

and you shall immediately notify us in writing if your User Bank Account ceases to comply with the foregoing of this Paragraph such as when your User Bank Account has been hacked with the consequence that your full control of your User Bank Account is compromised.

3.5 **Hosted Address**

3.5.1 The Exchange Services may include a feature that allows you to receive, hold, and transfer Supported Tokens to and from Address(es) associated with your Account. Your Account may be associated with one or more Addresses (“**Hosted Address**”) to which you may transfer Supported Tokens from and to your User Address. We store and manage the private keys associated with Hosted Address(es), which are necessary for transactions to be approved. You will not have access to such private keys. We may store such private keys and related information regarding the Hosted Address in a combination of online and offline storage. You acknowledge that the retrieval of such information from offline storage may delay the initiation or execution of transactions through the Exchange Services.

3.5.2 Subject to the availability of the Exchange Services and any other limitations set forth in these Terms:

- (a) you may at any time transfer from your User Address to a Hosted Address any Digital Asset that is a Supported Token; and
- (b) you may at any time request a transfer of Supported Tokens from a Hosted Address to your User Address subject to any other limits and/or conditions which we may determine in our sole and absolute discretion, and provided always that you shall always maintain the Minimum Required Balance.

3.6 **Suspension and termination of Account and access to Exchange Services**

3.6.1 You irrevocably and unconditionally acknowledge and agree that we may at our sole and absolute discretion and at any time from the opening of your Account without prior notice to you:

- (a) block, suspend, and/or restrict your access to your Account and the Exchange Services,
- (b) freeze / lock Supported Tokens and/or Supported Fiat Currencies in your Account, and/or
- (c) terminate your Account,

if:

- (i) we discover your Account to be in violation of:
 - (aa) any provision of these Terms, including the Token Exchange Rules; and
 - (bb) any Applicable Laws, in particular AML Legislation;
- (ii) we are required to do so by a Governmental Authority, court order, or binding order of a Governmental Authority;
- (iii) your Account is, or is related to any account that is, subject to any present, pending or threatened claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry or arbitration;
- (iv) we have reason to believe that an unauthorized person is attempting to gain unauthorized access to your Account;
- (v) we have reason to believe that there is unusual activity in your Account;

- (vi) we have reason to believe that you are using the VELIC Platform, your Account, other Account information, or the Exchange Services in an unauthorized or inappropriate manner, or in a manner that is in breach of these Terms or Applicable Laws; and/or
 - (vii) your Account is dormant and has not been accessed in one (1) calendar year or more from the date on which you had last accessed your Account.
- 3.6.2 If your Account has been suspended or terminated, you will be notified when you attempt to access your Account. We may, in our sole and absolute discretion, but shall not be obliged for any reason whatsoever, save in compliance with Applicable Laws, send written notice to you that your Account has been suspended or terminated, as the case may be, and may, in our sole and absolute discretion, disclose the reasons for such suspension or termination.
- 3.6.3 You may at any time suspend or terminate your Account by providing us with 30 days' notice in writing.
- 3.6.4 Upon suspension or termination of your Account:
- (a) any and all indebtedness whatsoever owing to us shall fall due and be immediately payable to us by you, and you hereby agree and acknowledge that:
 - (i) we shall be entitled to exercise all such rights and powers under these Terms including the liquidation and sale in such manner as we deem fit all or any of the Supported Tokens and/or Supported Fiat Currencies in your Account and to use the proceeds thereof to pay and satisfy your indebtedness, provided always that you shall bear all related Transaction Fees and expenses incurred in connection therewith; and
 - (ii) subsequent to the exercise of our rights and powers pursuant to Paragraph 3.6.4(a)(i) above, we shall, as soon as is practicable thereafter and on a commercially reasonable basis, provide you with a window of 30 days for the withdrawal of any remaining Supported Tokens and/or Supported Fiat Currencies in your Account, if any; and
 - (b) we may, at our sole and absolute discretion, cancel any open Token Exchange Orders or such other transaction requests that may be pending as at the time of suspension or termination.
- 3.6.5 Such notice to terminate shall not be a waiver of any obligations already accrued to each Party and these obligations shall continue to be governed by these Terms until such obligations are fulfilled and concluded.

4. FEES & CHARGES

- 4.1 By placing a Token Exchange Order, you irrevocably and unconditionally agree to pay all applicable fees ("**User Exchange Fees**") and you hereby authorize and permit us to automatically deduct such fees directly from your Account. User Exchange Fees are set forth in the Token Exchange Rules.
- 4.2 Notwithstanding Paragraph 4.1 of these Terms, all other third party charges and/or transaction fees including but not limited to Network Fees (if any) which may be incurred in connection with

Token Exchanges, as well as any other transactions pursuant to these Terms shall be borne by you (“**Third Party Fees & Charges**”).

4.3 You irrevocably and unconditionally acknowledge and agree that Third Party Fees & Charges in respect of:

- (a) a Token Exchange, shall be deducted from User Offer Tokens as necessary to fully settle such Third Party Fees & Charges; and
- (b) such other transactions pursuant to these Terms, shall be deducted from your Account as necessary to fully settle such Third Party Fees & Charges,

and you shall have no further right(s), claim(s) or cause(s) of action against us or any other VELIC Affiliate (including VEX and the Proxy) in connection with such deduction(s) and such Third Party Fees & Charges are settled as aforesaid.

5. SUPPORTED TOKENS AND SUPPORTED FIAT CURRENCIES

5.1 We shall have the sole and absolute discretion to determine the type of (a) Digital Assets which qualify as a Supported Token, and (b) fiat currencies which qualify as a Supported Fiat Currency, in respect of which we will offer the Exchange Services. In relation to Digital Assets, we are unable to provide any assurance that any Digital Asset which is the subject of a Fork will be supported through the Exchange Services.

5.2 Notwithstanding the Supported Tokens and Supported Fiat Currencies as may be published at the Website as at the date hereof, we may from time to time in our sole and absolute discretion and without prior notice to you:

- (a) include additional Digital Assets as Supported Tokens and additional fiat currencies as Supported Fiat Currencies in respect of which we will offer the Exchange Services;
- (b) exclude Digital Assets from existing Supported Tokens and fiat currencies from existing Supported Fiat Currencies whereupon we shall cease to provide the Exchange Services in respect thereto. In such event, notwithstanding that we may do so without prior notice to you, we will on a reasonable efforts basis notify you of such exclusion at least seven (7) days prior to such exclusion taking effect. If you do not transfer the affected Supported Tokens and/or Supported Fiat Currencies from your Account before such exclusion is effected, then you may irrevocably lose your ability to access, transfer or otherwise control the affected Supported Tokens and/or Supported Fiat Currencies. In such event, we will not be liable to you for any Losses incurred in connection therewith; and
- (c) restrict or limit the availability of the Exchange Services in respect of any Supported Token and/or Supported Fiat Currency.

5.3 Supported Tokens and Supported Fiat Currencies in respect of which Exchange Services will be available to you may be based on the jurisdiction in which you may be a citizen or reside or incorporated (as the case may be), and any other factors as we may determine in our sole and absolute discretion from time to time. You acknowledge that the Supported Tokens and/or Supported Fiat Currencies in respect of which Exchange Services will be available to you may differ from the Supported Tokens and/or the Supported Fiat Currencies in respect of which Exchange Services will be available to other Users.

- 5.4 Unless otherwise determined by us in our sole and absolute discretion, a Supported Token shall not include metacoins, colored coins, side chains, or other derivative, enhanced, or Forked protocols, tokens, or coins which supplement or interact with a Supported Token (collectively, “**Advanced Protocols**”), unless such Advanced Protocol is expressly indicated by us to be included as a Supported Token.

6. **TOKEN EXCHANGE RULES & EXCHANGE LEDGER**

- 6.1 By accessing the VELIC Platform and accessing the Exchange Services, you irrevocably and unconditionally accept and agree to be bound by the Token Exchange Rules, which may be updated from time to time.

- 6.2 You acknowledge that we operate and maintain the Exchange Ledger in connection with the Exchange Services, and by using the Exchange Services, you irrevocably and unconditionally agree:

- (a) that the upkeep, maintenance, updating and revision to the Exchange Ledger shall be at our sole and absolute discretion; and accordingly,
- (b) that the recording in the Exchange Ledger of:
 - (i) the balance of Supported Tokens and/or Supported Fiat Currencies in your Account; and/or
 - (ii) the transfer of Supported Tokens and/or Supported Fiat Currencies, to and/or from your Account,

whether in furtherance of any Token Exchange, Supported Tokens Deposit, Supported Tokens Withdrawal, Supported Tokens Refund, Supported Fiat Currencies Deposit, Supported Fiat Currencies Withdrawal, Supported Fiat Currencies Refund or otherwise, shall be subject to our sole and absolute discretion, and our decision to any such recording (or any modification thereof) shall be final and binding on you, and you accept such decision as final and binding.

7. **SUPPORTED TOKENS WITHDRAWALS, SUPPORTED TOKENS DEPOSITS, AND DOUBLE SPENDING**

7.1 **Supported Tokens Deposits**

Subject to availability of the Exchange Services and any other limitations set forth in these Terms (including the Token Exchange Rules), you may at any time transfer any Supported Token from your User Address to your Account (“**Supported Tokens Deposit**”). Supported Tokens Deposits may also be subject to any other limits which we may determine in our sole and absolute discretion.

7.2 **Supported Tokens Withdrawals**

- 7.2.1 Subject to availability of the Exchange Services and any other limitations set forth in these Terms (including the Token Exchange Rules), you may at any time request (“**Supported Tokens Withdrawal Request**”) a withdrawal of any Supported Tokens from your Account for

transfer to your User Address (“**Supported Tokens Withdrawal**”). Subject to any other limits which we may determine in our sole and absolute discretion, the maximum amount of a particular Supported Token that you may withdraw from your Account at any time shall be as stipulated in the Token Exchange Rules, **PROVIDED ALWAYS THAT** such Supported Tokens Withdrawal shall not exceed the balance of such Supported Token in your Account in excess of your Minimum Required Balance, net of all Transaction Fees (if any).

7.2.2 Upon such Supported Tokens Withdrawal Request being submitted to us, you hereby authorize and permit us to:

- (a) transfer the type and amount of Supported Tokens specified by you in your Supported Tokens Withdrawal Request from your Account to your User Address; and
- (b) deduct any applicable Transaction Fees incurred in relation to such Supported Tokens Withdrawal and transfer of Supported Tokens from your Account to your User Address.

7.3 **Supported Tokens balance in Account**

Supported Tokens Deposits and Supported Tokens Withdrawals may not be reflected in your Account or User Address immediately as it may take some time for the same to be taken into account. As such, we make no guarantee regarding the amount of time it may take to complete any Supported Tokens Deposit or Supported Tokens Withdrawals. The timing for completing a Supported Tokens Deposit or Supported Tokens Withdrawal will depend on a variety of factors, including third party actions that are outside our control, retrieval of relevant Hosted Address information from offline storage, and confirmation of the transaction on the underlying blockchain or network.

7.4 **Erroneous Transfers of Supported Tokens**

If you:

- (a) initiate through the Exchange Services, Supported Tokens Deposits and Supported Tokens Withdrawals that do not comply with all of our requirements, requirements applicable to third parties, if any, the relevant Supported Tokens, and all Applicable Laws;
- (b) deposit into your Account any Digital Assets that are not Supported Tokens;
- (c) transfer Digital Assets to an Address other than a Hosted Address and/or your User Address;
- (d) transfer Digital Assets to an Address that is not properly formatted and suitable for the type of Digital Asset being transferred; and/or
- (e) make any error in any of the transfer instructions you provide using the Exchange Services,

(collectively, “**Erroneous Transfers of Supported Tokens**”),

or attempt to effect an Erroneous Transfer of Supported Tokens, such Digital Assets may be permanently lost and may not be received at the intended Address. We may not be able to cancel, reverse, or change any such Erroneous Transfers of Supported Tokens. In such an event, we will not be liable to you for any Losses incurred in connection therewith, and you

hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against us and the Indemnified Persons in connection with or arising from such Erroneous Transfer of Supported Tokens or attempted Erroneous Transfer of Supported Tokens (as the case may be), and shall further hold harmless the Indemnified Persons from and against any and all Losses that may be incurred by you in connection with or arising from such Erroneous Transfer of Supported Tokens or attempted Erroneous Transfer of Supported Tokens. You should not therefore under any circumstances attempt to use a Hosted Address to store, send, request, or receive Digital Assets in any form that is not supported by us.

7.5 **Supported Tokens Refunds**

In the event that we should, in our sole and absolute discretion, decide to provide you with a refund of Supported Tokens in relation to an Erroneous Transfer of Supported Tokens ("**Supported Tokens Refund**") and on the assumption that your transfer of Supported Tokens to your Account has been determined by us in our sole and absolute discretion to be complete, you irrevocably and unconditionally acknowledge that:

- (a) such Supported Tokens Refund shall be subject to our sole and absolute discretion, and our decision in relation to such Supported Tokens Refund shall be final and binding on you, and you accept such decision as final and binding;
- (b) such Supported Tokens Refund shall be without interest and net of all Transaction Fees (if any) that may be incurred in connection with such Supported Tokens Refund, in which case such Transaction Fees (if any) incurred in connection with such refund shall be borne by you;
- (c) save in connection with such Supported Tokens Refund, we and/or any VELIC Affiliates (including VEX and the Proxy) shall have no obligations no in any form or manner whatsoever to you;
- (d) save in connection with such Supported Tokens Refund, you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against us and the Indemnified Persons in connection with or arising from such transfer or attempted transfer of Supported Tokens, and shall further hold harmless, the Indemnified Persons from and against any and all Losses that may be incurred by you in connection with or arising from such transfer or attempted transfer of Supported Tokens.

7.6 **Attempts to double spend in violation of laws**

- 7.6.1 In the event that we discover, at any time after your acceptance of these Terms, any attempt by you to double spend Supported Tokens in Supported Tokens Deposits, Supported Tokens Withdrawals, and/or Token Exchanges, or that your Supported Tokens Deposits, Supported Tokens Withdrawals, and/or Token Exchanges are determined to be in violation of any Applicable Laws and you have made any transfers of Supported Tokens for such attempted Supported Tokens Deposits, Supported Tokens Withdrawals, and/or Token Exchanges or such attempted Supported Tokens Deposits, Supported Tokens Withdrawals, and/or Token Exchanges are in violation of any Applicable Laws, you irrevocably and unconditionally acknowledge and agree, regardless of whether such transfers of Supported Tokens are reflected as validated and verified on the relevant blockchain, that the attempted Supported Tokens Deposits, Supported Tokens Withdrawals, and/or Token Exchanges will be regarded as invalid and/or void *ab initio*, and:

- (a) we shall have no obligation to effect such Supported Tokens Deposits and/or Supported Tokens Withdrawals, and/or fulfill such Token Exchanges whether such transfer was validated and verified on the relevant blockchain as successful and complete or otherwise;
- (b) we shall not be obliged to deliver any Digital Assets to you and shall have no obligations in any form or manner whatsoever to you in respect of such attempted Supported Tokens Deposits, Supported Tokens Withdrawals, and/or Token Exchanges;
- (c) we may at our sole and absolute discretion without prior notice to you, suspend, or terminate your access to the Website and/or use of the Exchange Services as indicated in Paragraph 3.6; and
- (d) you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against us and the Indemnified Persons in connection with or arising from such attempted Supported Tokens Deposits, Supported Tokens Withdrawals, and/or Token Exchanges, and shall further hold harmless, us and the Indemnified Persons from and against any and all Losses that may be incurred by you in connection with or arising from such attempted Supported Tokens Deposits, Supported Tokens Withdrawals, and/or Token Exchanges.

7.6.2 **IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT THERE IS NO ATTEMPT TO DOUBLE SPEND AND THAT YOUR SUPPORTED TOKENS DEPOSITS, SUPPORTED TOKENS WITHDRAWALS, AND/OR TOKEN EXCHANGES ARE NOT IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS OR RULES IF YOUR INTENTION IS NOT FOR PARAGRAPH 7.6.1 TO APPLY TO YOUR PURCHASE OF TOKENS.**

8. SUPPORTED FIAT CURRENCIES WITHDRAWALS AND SUPPORTED FIAT CURRENCIES DEPOSITS

8.1 Supported Fiat Currencies Deposits

Subject to availability of the Exchange Services and any other limitations set forth in these Terms (including the Token Exchange Rules), you may at any time transfer any Supported Fiat Currencies from your User Bank Account and deposit to your Account (“**Supported Fiat Currencies Deposit**”). Supported Fiat Currencies Deposits may also be subject to any other limits which we may determine in our sole and absolute discretion from time to time.

8.2 Supported Fiat Currencies Withdrawals

8.2.1 Subject to availability of the Exchange Services and any other limitations set forth in these Terms (including the Token Exchange Rules), you may at any time request (“**Supported Fiat Currencies Withdrawal Request**”) a withdrawal of any Supported Tokens from your Account for transfer to your User Bank Account (“**Supported Fiat Currencies Withdrawal**”). Subject to any other limits which we may determine in our sole and absolute discretion from time to time, the maximum amount of a particular Supported Fiat Currency that you may withdraw from your Account at any time shall be as stipulated in the Token Exchange Rules, **PROVIDED ALWAYS THAT** such Supported Fiat Currencies Withdrawal shall not exceed the balance of such Supported Fiat Currencies in your Account in excess of your Minimum Required Balance, net of all Transaction Fees (if any).

8.2.2 Upon such Supported Fiat Currencies Withdrawal Request being submitted to us, you hereby authorize and permit us to:

- (a) transfer the type and amount of Supported Fiat Currencies specified by you in your Supported Fiat Currencies Withdrawal Request from your Account to your User Bank Account; and
- (b) deduct any applicable Transaction Fees incurred in relation to such Supported Fiat Currencies Withdrawal and transfer of Supported Fiat Currencies from your Account to your User Bank Account.

8.3 **Supported Fiat Currencies balance in Account**

Supported Fiat Currencies Deposits and Supported Fiat Currencies Withdrawals may not be reflected in your Account or User Bank Account immediately as it may take some time for the same to be taken into account. As such, we make no guarantee regarding the amount of time it may take to complete any Supported Fiat Currencies Deposit or Supported Fiat Currencies Withdrawal. The timing for completing a Supported Fiat Currencies Deposit or Supported Fiat Currencies Withdrawal will depend on a variety of factors, including third party actions that are outside our control, and the availability of the transfer services of the relevant banks.

8.4 **Erroneous Transfers of Supported Fiat Currencies**

If you:

- (a) initiate through the Exchange Services Supported Fiat Currencies Deposits and Supported Fiat Currencies Withdrawals that do not comply with all of our requirements, requirements applicable to third parties, if any, the relevant Supported Fiat Currencies, and all Applicable Laws;
- (b) deposit into your Account any fiat currencies that are not Supported Fiat Currencies;
- (c) transfer fiat currencies to a bank account other than your Account and/or your User Bank Account; and/or
- (d) errors in any of the transfer instructions you provide using the Exchange Services,

(collectively, "**Erroneous Transfers of Supported Fiat Currencies**"),

or attempt to effect an Erroneous Transfer of Fiat Currencies, such fiat currencies may be permanently lost and may not be received at the intended bank account. We may not be able to cancel, reverse, or change any such Erroneous Transfer of Fiat Currencies. In such an event, we will not be liable to you for any Losses incurred in connection therewith, and you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against us and the Indemnified Persons in connection with or arising from such Erroneous Transfer of Fiat Currencies or attempted Erroneous Transfer of Fiat Currencies (as the case may be), and shall further hold harmless the Indemnified Persons from and against any and all Losses that may be incurred by you in connection with or arising from such Erroneous Transfer of Fiat Currencies or attempted Erroneous Transfer of Fiat Currencies. You should not therefore under any circumstances attempt to use your Account to store, send, request, or receive any fiat currencies that are not supported by us.

8.5 **Supported Fiat Currencies Refunds**

In the event that we should, in our sole and absolute discretion, decide to provide you with a refund of Supported Fiat Currencies in relation to an Erroneous Transfer of Fiat Currencies (“**Supported Fiat Currencies Refund**”), and on the assumption that your transfer of Supported Fiat Currencies to your Account has been determined by us in our sole and absolute discretion to be complete, you irrevocably and unconditionally acknowledge that:

- (a) such Supported Fiat Currencies Refund shall be subject to our sole and absolute discretion, and our decision in relation to such Supported Fiat Currencies Refund shall be final and binding on you, and you accept such decision as final and binding;
- (b) such Supported Fiat Currencies Refund shall be without interest and net of all Transaction Fees (if any) that may be incurred in connection with such Supported Fiat Currencies Refund, in which case such Transaction Fees (if any) incurred in connection with such refund shall be borne by you;
- (c) save in connection with such Supported Fiat Currencies Refund, we and/or any VELIC Affiliates (including VEX and the Proxy) shall have no obligations in any form or manner whatsoever to you;
- (d) save in connection with such Supported Fiat Currencies Refund, you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against us and the Indemnified Persons in connection with or arising from such transfer or attempted transfer of Supported Fiat Currencies, and shall further hold harmless, the Indemnified Persons from and against any and all Losses that may be incurred by you in connection with or arising from such transfer or attempted transfer of Supported Fiat Currencies.

9. TOKEN EXCHANGE ORDERS, TOKEN EXCHANGES, AND SETTLEMENT

9.1 Operation of Exchange Services

9.1.1 We operate an exchange that facilitates the trade and exchange of Supported Tokens with such trades and exchanges being recorded on the Exchange Ledger. You may, through your Account, initiate and place Token Exchange Orders for the exchange of Supported Tokens. When you submit, initiate and/or place a Token Exchange Order, you shall be deemed to have authorized and/or permitted:

- (a) us to execute a Token Exchange in accordance with such Token Exchange Order at your chosen Applicable Exchange Rate for all or a portion of the Supported Tokens indicated in such Token Exchange Order, and charge you any Transaction Fees applicable thereto; and
- (b) the transfer of the Supported Tokens subject of such Token Exchange Order to be under our custody and control for the purpose of executing the Token Exchange Order.

9.1.2 You acknowledge that a Token Exchange and completion thereof shall be subject to the availability from the Counterparty User(s) of such User Request Token(s) in the User Request Token Quantity (as specified by you in your Token Exchange Order for such Token Exchange) for the purposes of matching of Token Exchange Orders. We do not and will not in any circumstances whatsoever guarantee that the Token Exchange Order you place will be filled and completed.

9.1.3 Unmatched Token Exchange Orders shall rest in your Token Exchange Order book. Each successful Token Exchange (i) transfers ownership between you and the relevant Counterparty User, (ii) is recorded on our internal ledger, and (iii) will be reflected through automatic adjustments to your Account.

9.1.4 In the event that we decide to act on any Token Exchange Order or is otherwise under an obligation to act on any Token Exchange Order, we shall be allowed such amount of time to act upon and implement the Token Exchange Order as may be reasonable, having regard to the VELIC systems and operations and the other circumstances then prevailing, and shall not be liable for any Losses arising from any delay on our part in acting on the Token Exchange Order.

9.2 **No assurance of Completed Token Exchange**

9.2.1 Notwithstanding any Token Exchange Attempt, we may, in our sole and absolute discretion for any reason and without prior notice to you invalidate, terminate, or discontinue any Token Exchange Attempt, whereupon neither we nor any other VELIC Affiliate (including VEX and the Proxy) shall have any further obligation to you in respect of such Token Exchange Attempt, such reason(s) may include but shall not be limited to the following:

- (a) the Token Exchange failing to satisfy Paragraph 9.1.2 of these Terms;
- (b) us having reasonable grounds to believe that you are attempting to effect a Double Spending;
- (c) us having reasonable grounds to believe that you are in breach of these Terms; and
- (d) us having to comply with any Applicable Laws in connection with the provision of Exchange Services.

9.2.2 You shall not at any time attempt to use the Exchange Services to:

- (a) send, store, request or receive any Digital Assets which are not Supported Tokens; or
- (b) engage in any form of margin trading, unless we have informed you that you are eligible to engage in the same in accordance with Paragraph 9.6.

We shall not be responsible for any Loss (including loss of your Digital Assets) arising from your use of the Exchange Services to send, store, request or receive any Digital Assets which are not Supported Tokens.

9.3 Once we receive a Token Exchange Order, such Token Exchange Order is binding on you. You cannot cancel, reverse, or change any Token Exchange that is complete or pending.

9.4 **Minimum Required Balance**

9.4.1 You are required to maintain in your Account a sufficient balance of the applicable Supported Tokens and/or Supported Fiat Currencies to satisfy any Token Exchange Orders and Transaction Fees ("**Minimum Required Balance**"), which for the avoidance of doubt would include, amongst others, margins in relation to leveraged trades.

9.4.2 If there are insufficient Supported Tokens and/or Supported Fiat Currencies in your Account to

fulfill a Token Exchange Order, we may, at our sole and absolute discretion, cancel the entire Token Exchange Order or may fulfill a Token Exchange Order partially to the extent such Token Exchange Order can be covered by the Supported Tokens in your Account (after deduction of any applicable Third Party Fees & Charges).

9.5 **Error Correction**

9.5.1 Without limiting the generality of Paragraph 6.2, we may endeavor to correct, reverse or cancel ("**Error Correction**") any Token Exchange Order, Token Exchange, transfer, or other transaction or activity with respect to which we have discovered that there was an error, whether such error was caused by you, us or a third party or due to technical issues, system issues, software failure or otherwise. You hereby authorize and permit us to undertake such Error Corrections and/or Error Correction attempts in our sole and absolute discretion.

9.5.2 For the avoidance of doubt, we make no representations, warranties, and/or undertakings as to the success and/or completeness of any such Error Corrections and/or Error Correction attempts. In the event of any unsuccessful and/or uncompleted Error Corrections and/or Error Correction attempts, we will not be liable to you for any Losses incurred in connection therewith, and you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against us and the Indemnified Persons in connection with or arising from such unsuccessful and/or uncompleted Error Corrections and/or Error Correction attempts (as the case may be), and shall further hold harmless, the Indemnified Persons from and against any and all Losses that may be incurred by you in connection with or arising from such unsuccessful and/or uncompleted Error Corrections and/or Error Correction attempts (as the case may be).

9.6 **Margin Trading**

9.6.1 You may be eligible for margin trading through the Exchange Services, the details of which are set forth in the Token Exchange Rules. We will inform you through your Account and/or User Email Address should you be eligible for the same.

9.6.2 **MARGIN TRADING IS A HIGH RISK ACTIVITY, YOU MAY LOSE THE ENTIRE VALUE OF YOUR SUPPORTED TOKENS OR OWE SUPPORTED TOKENS GREATER IN VALUE THAN THE AMOUNT DEPOSITED IN YOUR ACCOUNT. YOU SHOULD CONSULT YOUR OWN LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR REGARDING MARGIN TRADING, THE VELIC PLATFORM, THE VELIC GROUP, AND/OR THE EXCHANGE SERVICES. YOU SHOULD BE AWARE THAT YOU MAY BE REQUIRED TO BEAR ALL RISKS OF ANY USE OF THE EXCHANGE SERVICES ON THE VELIC PLATFORM, INCLUDING FOR ANY MARGIN TRADING ACTIVITIES WHICH YOU MAY UNDERTAKE, FOR AN INDEFINITE PERIOD OF TIME.**

10. **RELATIONSHIP BETWEEN THE VELIC GROUP AND YOU**

Notwithstanding:

- (a) your use of the VELIC Platform and/or the Exchange Services; and/or
- (b) that we, or any VELIC Affiliate (including VEX and the Proxy), may use the Exchange Services to engage in Token Exchanges, including, amongst other purposes, for the offer of Digital Assets for sale through VELIC's initial exchange offering services, and/or for providing Digital Asset liquidity in the VELIC ecosystem,

at all times:

- (i) **no fiduciary relationship:** For the avoidance of doubt, the VELIC Group is not and shall not be your broker, intermediary, agent, or advisor, and has no fiduciary relationship or obligation to you in connection with any Token Exchanges or any other transactions, decisions, or activities carried out by you using the Exchange Services;
- (ii) **no partnership or agency:** The Parties are independent contractors and each Party shall be responsible for its own obligations under these Terms. Nothing contained in these Terms shall be construed or interpreted as:
 - (aa) establishing a partnership, joint association, joint venture, trust or a franchisor-franchisee or employer-employee relationship as between the Parties; or
 - (bb) constituting any Party, or any of its agents or employees, as agents or employees of any other Party or to grant one Party any power or authority to act for, bind or otherwise create or assume any obligation on behalf of another Party;
- (iii) **no expert advice:**
 - (aa) no information provided by the VELIC Group should be construed to be business, legal, financial and/or tax advice regarding us, the VELIC Platform, VELT Tokens, the VELIC Group, and/or the Exchange Services. You should consult your own legal, financial, tax or other professional advisor regarding us, the VELIC Platform, the VELIC Group, and/or the Exchange Services. You should be aware that you may be required to bear all risks of any use of the Exchange Services on the VELIC Platform for an indefinite period of time; and
 - (bb) none of the advisors engaged by the VELIC Group has made or purports to make any statement in the Website and any information and/or documents published in relation to the Project, and each of them makes no representation or warranty regarding any statement in the Website and any information and/or documents published in relation to the Project and to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any liability to any person which is based on, or arises out of, any statement, information or opinion in, or omission from, the Website and any information and/or documents published in relation to the Project. The VELIC Group does not guarantee, and accepts no legal liability whatsoever arising from or in connection with, the accuracy, reliability, currency, or completeness of any information and/or documents published in relation to the Project; and
- (iv) **no endorsement:** You irrevocably and unconditionally acknowledge and agree that the acceptance of Digital Assets as Supported Tokens, and fiat currencies as Supported Fiat Currencies, of the VELIC Platform in no way whatsoever represents the endorsement, approval, and/or recommendation of the VELIC Group of the relevant Supported Tokens and/or Supported Fiat Currencies, including but not limited to the integrity, security or operation of the relevant Supported Tokens or the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) used to administer, create, issue, transfer, cancel, use or transact in the relevant Supported Tokens, and/or the stability of such Supported Tokens and/or

Supported Fiat Currencies. You further irrevocably and unconditionally acknowledge and agree that the VELIC Group does not make any warranty, representation or guarantee about the suitability of any Supported Token for trading or ownership by you.

11. SET-OFF

We shall be entitled, without prior notice to you, to set-off any debts, liabilities, payments, amounts, and/or assets owing by you to us, including any Level 2 User TMTRs distributed to you pursuant to the VELIC Loyalty Program which are refundable to us in accordance with the terms of the VELIC Loyalty Program (collectively “**Receivables**”), against any of your property (“**Property**”) including but not limited to funds or assets held by us on your behalf or to which you are beneficially entitled whether your Property be held by us for you on trust or as collateral or in your Account and whether the Receivables are actual or contingent. We shall be entitled to effect such sale or conversions of your Property into fiat or asset denominations similar to that of the Receivables and at such rates of exchange as we may in our sole and absolute discretion from time to time deem necessary or appropriate in order to effect such set-off.

12. LIEN & RIGHT OF SALE / DISPOSAL

You agree that all of your Property as standing in your Account, shall be subject to a general lien or liens in favor of us, our nominees, custody and/or other agents (and you shall be deemed to have given any required consent(s) in writing or otherwise in respect thereof) for the discharge of all or any of your obligations or liabilities to us including but not limited to the Receivables. We shall have the right to restrict you from withdrawing any of your Property held by us in your Account pending the repayment in full to us of any of your indebtedness to us. We shall be entitled at any time and without prior notice to you to retain, apply, sell or dispose of all or any of your Property if any such obligation or liability is not discharged in full by you when due or on demand in or towards the payment and discharge of such obligation or liability, and we shall be under no duty to you as to the price obtained or any losses or liabilities incurred or arising in respect of any such retention, application, sale or disposal.

13. VELIC LOYALTY PROGRAM

Users holding a valid Account are eligible to participate in a User loyalty program known as the “**VELIC Loyalty Program**” targeted at encouraging usage of the Services. Please refer to Annex 7 of these Terms for further details on the VELIC Loyalty Program.

14. ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES

14.1 By accepting these Terms, you irrevocably and unconditionally represent and warrant to each VELIC Affiliate (including VEX and the Proxy) as follows:

- (a) you acknowledge and agree that no VELIC Affiliate (including VEX and the Proxy) shall have any responsibility or obligation in any form or manner whatsoever to any person to whom any User Request Tokens received by you in connection to the Token Exchange are sold or transferred by you at any time;
- (b) you acknowledge and agree that the Supported Tokens you are seeking to engage in a Token Exchange are not to be construed, interpreted, classified or treated as:

- (i) any kind of currency other than cryptocurrency;
 - (ii) debentures, stocks or shares;
 - (iii) rights, options or derivatives in respect of such debentures, stocks or shares;
 - (iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - (v) units in a collective investment scheme;
 - (vi) units in a business trust;
 - (vii) derivatives of units in a business trust; or
 - (viii) any form of investment;
- (c) you acknowledge and agree that the Supported Tokens do not and are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment in any jurisdiction and these Terms do not and are not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment in any jurisdiction or a solicitation for any form of investment in any jurisdiction;
- (d) you acknowledge and agree that neither the Exchange Services nor any of the Supported Tokens shall be construed, interpreted, classified or treated as enabling, or according any opportunity to you to participate in or receive profits, income, or other payments or returns arising from or in connection with the Exchange Services and the Supported Tokens, or to receive sums paid out of such profits, income, or other payments or returns;
- (e) you acknowledge that no regulatory authority has examined or approved of these Terms, no such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction, and the provision of these Terms to you does not imply that the Applicable Laws, regulatory requirements or rules have been complied with;
- (f) you have read and understood all of these Terms including the Annexes hereto;
- (g) any User Address and User Email Address provided by you is fully operational, secure and valid;
- (h) you are not, and you are not acting on behalf of, or under the control of, a Disqualified Person;
- (i) you have full power and capacity to accept these Terms and perform all your obligations hereunder and in the case where you are accepting these Terms on behalf of a corporation:
- (i) such corporation is duly incorporated and validly existing under the Applicable Laws; and
 - (ii) such corporation has full power and capacity to accept these Terms, and you

are duly authorized to accept these Terms and procure the performance of obligations hereunder; and

- (j) User Information as submitted to us, whether for yourself or on behalf of a corporation, is complete, accurate and authentic;
- (k) none of you or (and in the case where you are accepting these Terms on behalf of a corporation) any of your related corporations (if any), any of your directors or officers nor, any of your employees, agents or any other person acting on behalf of your or any of your related corporations have previously been suspended or prohibited for any reason whatsoever from using the VELIC Platform or any of the Services;
- (l) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain assets and tokens including Supported Tokens, blockchain-based software systems, cryptocurrency wallets, or other related token storage mechanisms, token exchanges and centralized token exchanges, and blockchain technology;
- (m) you are fully aware of, understand and agree to assume all of the risks (including direct, indirect or ancillary risks) associated with the Exchange Services, the Website, the VELIC Affiliates (including VEX and the Proxy), the Supported Tokens, your use of the Exchange Services, any wallet used in connection with the Exchange Services, the User Address, the VELIC Platform, and the Hosted Address(es), including but not limited to the risks set out in the Annex 4 hereto;
- (n) these Terms constitute legal, valid and binding obligations on you, which are enforceable in accordance with these Terms, and neither your use of the Exchange Services, purchase, receipt, nor holding of any Supported Token is in breach or contravention of any Applicable Laws in your jurisdiction;
- (o) you are not a citizen or resident of any jurisdiction in which either the use of the Exchange Services, exchange, purchase, receipt, or holding of Supported Tokens is prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any Applicable Laws;
- (p) no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with any regulatory authority in any jurisdiction, (the “**Approvals**”) is required on your part in connection with your use of the Exchange Services, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;
- (q) the User Offer Tokens to be used for Token Exchange have not been obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;
- (r) none of you or (and in the case where you are accepting these Terms on behalf of a corporation) any of your related corporations (if any), any of your directors or officers nor, any of your employees, agents or any other person acting on behalf of your or any of your related corporations is an individual or entity that is, or is owned or controlled by an individual or entity that:
 - (i) is/are listed by the MAS as designated individuals or entities defined in the

respective regulations promulgated under the Monetary Authority of Singapore Act (Chapter 186) of Singapore, the United Nations Act (Chapter 339) of Singapore or the Terrorism (Suppression of Financing) Act (Chapter 325) of Singapore or such other law, regulation or rule as may be prescribed by the MAS from time to time;

- (ii) is/are currently the subject of any sanction administered by the OFAC or any other U.S. government authority;
 - (iii) is/are designated as a “Specially Designated National” or “Blocked Person” by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty’s Treasury of the United Kingdom or similar sanctions administered or imposed by the government of Singapore or any other country (collectively, the “**Sanctions**”);
 - (iv) is/are located, organized or resident in a country or territory that is the subject of such Sanctions (including, without limitation, the Democratic People’s Republic of Korea, the Democratic Republic of Congo, Eritrea, Iran, Libya, Somalia, South Sudan, Sudan and Yemen); or
 - (v) has/have engaged in or is/are currently engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or territory, that at the time of the dealing or transaction is or was the subject of any Sanctions; or
- (s) none of: (i) you; (ii) any person controlling or controlled by you; (iii) if you are a privately-held entity, any person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with your use of the VELIC Platform and/or the Exchange Services is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure (such terms as defined herein);
- (t) if you are affiliated with a non-United States of America banking institution (“**Foreign Bank**”), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, that: (i) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (ii) the Foreign Bank maintains operating records related to its banking activities; (iii) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (iv) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate;
- (u) you have sufficient Digital Assets to fulfill your obligations under these Terms;
- (v) User Request Tokens to be delivered to and received by you will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;
- (w) save where you are accepting these Terms on behalf of a corporation, you are using the Exchange Services as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of any other person;

- (x) you waive the right to participate in a class action lawsuit or a class wide arbitration against the VELIC Group and/or any person involved in the operation of the VELIC Platform, and/or with the provision of the Exchange Services; and
 - (y) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your acceptance of these Terms.
- 14.2 None of the VELIC Affiliates (including VEX and the Proxy) makes or purports to make, and each VELIC Affiliate (including VEX and the Proxy) hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:
- (a) the Supported Tokens;
 - (b) the information set out in the Whitepaper, the Website or any other place;
 - (c) any VELIC Affiliate (including VEX and the Proxy);
 - (d) the Exchange Services;
 - (e) any Token Exchange;
 - (f) your User Address;
 - (g) your User Bank Account;
 - (h) your User Email Address
 - (i) the Hosted Address(es);
 - (j) the Website; and
 - (k) the VELIC Platform.

15. GENERAL TERMS AND PROHIBITED USE

- 15.1 You shall be responsible for the reporting requirements under the Applicable Laws in respect of any Token Exchange including the reporting requirements in respect of any taxable income derived in connection with the use of Exchange Services to the relevant Governmental Authority.
- 15.2 Your relationship with us and the operation and use of Exchange Services including the implementation of the Token Exchange, shall be subject at all times to the Applicable Laws. Any VELIC Affiliate (including VEX and the Proxy) may take or refrain from taking any action whatsoever, and you shall comply with, and shall do all things required by any VELIC Affiliate (including VEX and the Proxy) in order to procure or ensure compliance with Applicable Laws. You irrevocably and unconditionally acknowledge and agree that no VELIC Affiliate (including VEX and the Proxy) shall be liable to you as a result of any action taken by any VELIC Affiliate (including VEX and the Proxy) to comply with Applicable Laws.
- 15.3 You may not use the Exchange Services to engage in the following categories of activity ("**Prohibited Uses**"). The specific types of use listed below are representative, but are **not** to be considered to be exhaustive. We may update the Prohibited Uses of the Exchange Services from time to time, and you hereby irrevocably and unconditionally acknowledge and agree that it shall be your sole responsibility to ensure that your use of the Exchange Services does not

involve a Prohibited Use.

By using the Exchange Services, you confirm that you will not, and you will not aid, abet, encourage or induce any third party to engage in any of the following activities:

- (a) **unlawful activity:** activities which would:
 - (i) violate, or assist in the violation of, any Applicable Laws administered in the countries where the VELIC Group conducts business;
 - (ii) involve proceeds of any unlawful activity; and/or
 - (iii) publish, distribute or disseminate any unlawful material or information;

- (b) **abusive activity:** actions which:
 - (i) impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
 - (ii) transmit or upload any material to the Website and/or the VELIC Platform that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
 - (iii) attempt to gain unauthorized access to the Website and/or the VELIC Platform, computer systems or networks connected to the Website and/or the VELIC Platform, through password mining or any other means;
 - (iv) attempt to circumvent any content filtering techniques employed or attempt to access any service or area of the Services that you are not authorized to access;
 - (v) use User Information of another party to access or use the Website and/or the VELIC Platform;
 - (vi) develop any third party applications that interact with the Website and/or VELIC Platform without our prior written consent; and/or
 - (vii) transfer your Account access or the rights to your account to a third party, unless by operation of law or with our express permission;

- (c) **abuse other Users:** activities which:
 - (i) interfere with another User's access to or use of any of the Exchange Services;
 - (ii) defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others, including but not limited to the VELIC Group, its representatives, employees, agents, and affiliates;
 - (iii) incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; and/or

- (iv) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Exchange Services or to harvest or otherwise collect information from the Website and/or the VELIC Platform, including but not limited to identification numbers, email addresses, phone numbers, or addresses without proper consent;
- (d) **fraud:** activity which operates to defraud Users or any other person; provide any false, inaccurate, incomplete, or misleading information to any VELIC Affiliate (including VEX and the Proxy);
- (e) **gaming:** gaming activities (the playing of any game of chance or of mixed chance and skill for money or money's worth) including amongst others:
 - (i) lotteries;
 - (ii) bidding fee auctions;
 - (iii) sports forecasting or odds making;
 - (iv) fantasy sports leagues with cash prizes;
 - (v) internet gaming;
 - (vi) contests;
 - (vii) sweepstakes; and/or
 - (viii) games of chance;
- (f) **intellectual property infringement:** any transactions, activities, and/or actions that:
 - (i) (whether or not involving items) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to the creation, issuance, sale, offer for sale, trading, distribution, solicitation, marketing, or promotion of any investment products (including Digital Assets, fiat currency, securities, commodities, investment or trading products, derivatives, structured products, investment funds, investment portfolios, commodity pools, swaps, securitizations or synthetic products), including where the price, return, and/or performance of the investment product is based on, derived from, or related to any VELIC Affiliate (including VEX and the Proxy) or any portion thereof, without our express prior written consent;
 - (ii) modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store proprietary or confidential data or other similar information provided via the Website, without our express prior written consent;
 - (iii) make use of intellectual property, name, or logo, including use of trade or service marks belonging to any VELIC Affiliate (including VEX and the Proxy), without express consent from us or use in a manner that otherwise harms any VELIC Affiliate (including VEX and the Proxy);
 - (iv) reverse engineer or disassemble any aspect of the VELIC Platform and/or the

Exchange Services in an effort to access any source code, underlying ideas and concepts, and algorithms which are not already publicly disclosed by the VELIC Group; and/or

- (v) implies an untrue endorsement by or affiliation with any VELIC Affiliate (including VEX and the Proxy);
- (g) **fictitious transactions:** entry into a fictitious Token Exchange, or the creation or execution of fictitious transactions of any nature whatsoever with knowledge of the same;
- (h) **market manipulation:** any disruptive trading in or manipulation of the Exchange Services and/or the VELIC Platform, including Token Exchanges for the purpose of generating unnecessary volatility or creating a condition in which User Offer Token to User Request Token exchange rates do not or will not reflect fair market values, including taking advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
- (i) **activity which brings disrepute and/or is detrimental to the VELIC Group:** any activity which could be expected to bring disrepute upon or be detrimental to the VELIC Group, the Exchange Services, the Website, the VELIC Platform, you, or any other third party;
- (j) **Disqualified Person:** if you are a Disqualified Person, using any virtual private network, proxy service, or any other third party service network, or product with the effect of disguising your internet protocol (IP) address or location;
- (k) **prohibited businesses:** use the Exchange Services in connection with any of following businesses, activities, practices, or items which are prohibited or in conflict with the Applicable Laws;
- (l) **inappropriate content:** use the Exchange Services in connection with content or communications that are, as determined in our sole and absolute discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable; and/or
- (m) **breach of these Terms:** any activities, and/or actions that are in breach of and/or violate these Terms.

15.4 We may take all such action as we may deem to be appropriate and reasonable in our sole and absolute discretion, which may be without prior notice to you in relation to the same, to prevent a potential breach, or mitigate or remedy a breach, of these Terms, including without limitation, deleting any information provided by you, suspend or terminate your Account in accordance with these Terms, confiscate and withhold any Digital Asset or fiat currency.

16. KYC AND AML/CFT

16.1 For compliance with KYC and AML/CFT obligations under the Applicable Laws in Singapore and elsewhere (“**AML Legislation**”), we may need to:

- (a) delay, block or refuse any of your transactions and activities on the Website and/or the

VELIC Platform transactions where we have reasonable grounds to believe that such transactions and activities are in breach of Singapore law or the law of any other country; and

- (b) from time to time, collect all such information and documents as may be necessary to verify your identity and do all such acts and things as may be necessary to enable us to comply with our KYC and AML/CFT obligations.
- 16.2 You acknowledge that, the information collected by us may be disclosed to a third party verification service, in accordance with our Privacy Policy, for us to comply with all our KYC and AML/CFT obligations. **To the maximum extent permitted by law, we shall not be liable for any damage or Loss of any kind, or any direct, consequential, incidental, special or indirect damages, costs or claims of any nature whatsoever, arising out of or relating to any delay or failure to process any application or transaction if you have not provided such information and documents as requested by us promptly.**
- 16.3 We may disclose the information gathered by us to Governmental Authorities in accordance with AML Legislation and our Privacy Policy.
- 16.4 You will not and will not permit any other party to initiate, engage in, perform or conduct any transactions and activities on our VELIC Platform that may be in breach of Singapore law or the law of another country including (but not limited to) the AML Legislation.
- 16.5 We reserve the right to monitor and flag for review all activities and transactions on the Website and/or the VELIC Platform in order to promptly identify and highlight any suspicious activity, which includes without limitation, activities that appear to a reasonable person:
- (a) to be the collection of funds which may represent the benefits from drug trafficking or criminal conduct, and which would be used to facilitate criminal activities;
 - (b) to have been structured in a manner of unusual or unjustified complexity in order to avoid triggering any reporting requirements; or
 - (c) to be unusual or inconsistent with your risk profile, expected usage pattern or sophistication.
- 16.6 Without prejudice to our rights in these Terms, in the event that we believe that you are conducting or involved with such suspicious activity on the VELIC Platform, we reserve the right to take appropriate actions without notifying you in advance, which includes, without limitation, (i) terminating your Account, (ii) restricting and/or blocking your further access to the Website and/or the VELIC Platform, and (iii) notifying the appropriate enforcement authorities regarding such suspicious activities.

17. DISCLAIMERS

- 17.1 To the maximum extent permitted by all Applicable Laws of Singapore and except as otherwise provided in these Terms, each VELIC Affiliate (including VEX and the Proxy) hereby expressly disclaims its liability and shall in no case be liable to you or any person for:
- (a) any sale or transfer of any Supported Tokens by you hereunder to any person at any time;

- (b) the User Offer Tokens or the User Request Tokens used for Token Exchange being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;
- (c) use of Exchange Services, User Offer Tokens or the User Request Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;
- (d) rejection, abortion, suspension or delay of Token Exchanges;
- (e) failure or delay in the execution of Token Exchanges;
- (f) failure, malfunction or breakdown of, or disruption to:
 - (i) the operation of any VELIC Affiliate (including VEX and the Proxy), VELIC Platform;
 - (ii) the operation of any blockchain, any blockchain-based software systems; or
 - (iii) any blockchain technology in connection with the operations of any VELIC Affiliate (including VEX and the Proxy), the VELIC Platform, Supported Tokens, the User Address, the Hosted Address(es) or Token Exchange(s) relies on,

due to occurrences of a Fork, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- (g) any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability and other material characteristics of the Supported Tokens or the VELIC Platform;
- (h) decreases or volatility in traded prices or trading volume of the Supported Tokens;
- (i) failure or unfitness of the Exchange Services, the VELIC Platform or any Supported Token for any specific purpose;
- (j) the manner of utilization of User Offer Tokens and the User Request Tokens in connection with Token Exchange;
- (k) failure to disclose information relating to the progress of Token Exchange(s);
- (l) loss of possession of the credentials for accessing, or loss or destruction of the private keys of any wallet, the User Address or the User Email Address, in any manner and to any extent;
- (m) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability of the Supported Tokens or other material characteristics of the Supported Tokens;
- (n) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, transmission mechanisms of the

Exchange Services and/or VELIC Platform or other material characteristics of the Exchange Services and/or VELIC Platform;

- (o) any risks associated with the Whitepaper, the Website, the Exchange Services, any VELIC Affiliate (including VEX and the Proxy), the Supported Tokens, your use of the Exchange Services, the User Address, User Email Address, the Hosted Address(es), and the VELIC Platform, including but not limited to the risks set out in Annex 4 hereto; and
- (p) all other risks, direct, indirect or ancillary, whether in relation to the Whitepaper, the Exchange Services, any VELIC Affiliate (including VEX and the Proxy), the Supported Tokens, your use of the Exchange Services, the User Address, the Hosted Address(es), and the VELIC Platform, which are not specifically or explicitly contained in or stated in these Terms or set out in Annex 4 hereto.

17.2 You irrevocably and unconditionally acknowledge and agree that you shall access and use the Exchange Services at your own risk. The risk of loss in trading Supported Tokens can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. None of the VELIC Affiliates (including VEX and the Proxy) at any point in time assumes the risk of Losses arising from or in connection with any Token Exchange, whether or not such Loss was due to factors beyond any VELIC Affiliate's (including VEX and the Proxy's) control (including but not limited to the viability of specific blockchain networks, and/or the lack of available Supported Tokens from Counterparty User(s) to facilitate a Token Exchange).

17.3 In the event of any Loss, hack or theft of Digital Assets from the User Address and/or the Hosted Address(es), you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against any VELIC Affiliate (including VEX and the Proxy).

18. LIMITATION OF LIABILITY AND INDEMNIFICATION

18.1 In addition and without prejudice to any other right or remedy under these Terms and to the maximum extent permitted by all Applicable Laws of Singapore and except as otherwise provided in these Terms:

- (a) no VELIC Affiliate (including VEX and the Proxy) shall be liable for any Loss arising out of or in connection with the use of the Exchange Services including but not limited to the use of the Hosted Address(es), the Token Exchange, or the use, receipt or holding of Supported Tokens and/or Supported Fiat Currencies by you; and
- (b) you hereby agree to waive all rights to assert any claims under Applicable Laws and agree that you may make claims based only on these Terms.

18.2 To the maximum extent permitted by the Applicable Laws, regulations and rules of Singapore, you shall indemnify, defend, and hold each Indemnified Person harmless from and against any and all Losses of whatsoever nature or howsoever arising, including any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue and income or profits as well as reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against any of the Indemnified Persons arising out of:

- (a) your use of, or conduct in connection with your use of, the VELIC Platform and the

Exchange Services, including any infringement or violation of any copyright, trademark, right of publicity or privacy or any other proprietary right under the law;

- (b) your provision of any false, inaccurate, incomplete, or misleading information to any VELIC Affiliate (including VEX and the Proxy);
- (c) your failure to secure and control your Account, including any and all login identification details, passwords, hints, personal identification numbers, or any other codes that you use to access the Exchange Services;
- (d) your, or your Account's violation of any Applicable Laws, including without limitation, AML Legislation, intellectual property rights and privacy rights of any other person; and/or
- (e) a breach of any warranty, representation, or obligation, or any of the Terms hereunder.

19. ASSIGNMENT

Subject to these Terms, only you and no other person shall have the right to any claim against any VELIC Affiliate (including VEX and the Proxy) in connection with Token Exchange. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall be void and shall not impose any obligation or liability on any VELIC Affiliate (including VEX and the Proxy) to the assignee or transferee, **PROVIDED THAT** we may assign, trade or transfer such rights under this Agreement to such other persons at our sole and absolute discretion. Accordingly, you shall sign, execute and deliver any and all deeds, instruments, agreements and/or other documents in connection with such assignment or transfer and do all other acts and things and take all such steps as may be necessary, desirable or expedient to give effect to such assignment or transfer. You acknowledge and agree that we shall not be obliged to offer for your use the Exchange Services unless and until you comply with your obligations under this provision. Any purported assignment or transfer in violation of this provision or in violation of Applicable Laws shall be void.

20. RELEASE

In the event that the Proxy procures ratification by VEX of these Terms, the Proxy shall be released from all obligations under these Terms with effect from such ratification.

21. INTELLECTUAL PROPERTY RIGHTS

These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Whitepaper, the Website, the Exchange Services, any VELIC Affiliate (including VEX and the Proxy), the Supported Tokens, Token Exchange, your use of the Exchange Services, and the VELIC Platform.

22. SURVIVING TERMS

Paragraphs 3.6, and 10 to 30 (including this Paragraph 22) hereto shall remain valid and in full force and effect notwithstanding any rescission or termination of these Terms and any rights or obligations of the Parties in respect of any breach of these Terms accruing prior to, on or as a result of such termination or rescission shall continue to subsist notwithstanding such termination or rescission.

23. NO WAIVER

Any failure by any VELIC Affiliate (including VEX and the Proxy) to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of any VELIC Affiliate (including VEX and the Proxy) to assert any right(s), claim(s) or causes of action against you.

24. REMEDIES

No remedy conferred by any of the provisions of this Agreement to any VELIC Affiliate (including VEX and the Proxy) is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any VELIC Affiliate (including VEX and the Proxy) shall not constitute a waiver by such any VELIC Affiliate (including VEX and the Proxy) of the right to pursue any other available remedies.

25. ENTIRE AGREEMENT

25.1 These Terms contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the use of the Exchange Services.

25.2 In the event that any VELIC Affiliate (including VEX and the Proxy) discovers that you, in your use of the Exchange Services, have engaged in any of the Prohibited Uses or any other unfair, excessive or abusive usage or conduct, the VELIC Group reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect any VELIC Affiliate (including VEX and the Proxy) from any Loss.

26. TAXES

26.1 The use of the Exchange Services, including but not limited to the Token Exchange shall be exclusive of all taxes that are applicable to, arising from, or in connection to your use of the Exchange Services, including but not limited to the Token Exchange, your receipt and holding of the Supported Tokens in any jurisdiction ("**Payable Tax**").

26.2 You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfillment or non-performance to any extent of any of your obligations in relation to the Payable Tax.

26.3 No VELIC Affiliate (including VEX and the Proxy) shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

27. FORCE MAJEURE

If during the performance of this Agreement any of the following occurs:

- (a) a state of war in which Singapore is involved;
- (b) any state of riot, civil commotion, insurrection, or general strike;
- (c) any extraordinary weather conditions, earthquake, flood, tempest, fire, or any other act of God;
- (d) any event or circumstance that is beyond the reasonable control of either Party, and which is unavoidable notwithstanding the reasonable care of the Party affected, arises or exists which materially affects the performance of the obligations of the Parties or either of them under this Agreement, including but not limited to labor disputes, accidents, actions of governments, communications interruptions, power failures, equipment, server, internet and/or software malfunction, security breach, cyberattack, criminal acts, market movement, shift, or volatility, or change in underlying technology of any Digital Assets,

none of any VELIC Affiliates (including VEX and the Proxy) shall be in breach of this Agreement or otherwise liable to you for any such failure or delay in the performance of such obligations.

28. GOVERNING LAW AND DISPUTE RESOLUTION

- 28.1 These Terms shall be governed by, and construed in accordance with, the laws of Singapore.
- 28.2 The Parties shall cooperate in good faith to resolve any and all disputes, claims, controversies or differences arising out of or in any way relating to this Agreement (“**Dispute**”). If the Parties are unable to resolve such Dispute within ninety (90) days, such Dispute shall be referred to and finally resolved by arbitration administered by the SIAC in accordance with the arbitration rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference hereto. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be in English. The Parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the SIMC, in accordance with the SIAC-SIMC Arb-Med-Arb protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms. The Parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached. This arbitration agreement shall be governed by Singapore law.
- 28.3 Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration process pursuant to Paragraph 28.2 of these Terms, including if necessary the grant of interlocutory relief pending the outcome of that process.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 29.1 Subject to Paragraph 29.2, the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore, as may be modified, amended or supplemented from time to time, shall apply to these Terms.
- 29.2 Save for the VELIC Affiliates (including VEX and the Proxy) and the Indemnified Persons who shall have rights to the extent accorded thereto under these Terms, a person who is not a Party shall not have any rights whatsoever under these Terms or to enforce these Terms.

30. SEVERANCE AND PARTIAL INVALIDITY

- 30.1 If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect.
- 30.2 The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

Annex 1

DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS

In these Terms, unless the context otherwise requires:

“Account”	in relation to a User, means an account created and approved by us for, and associated with, such User in relation to such User’s access of the Services and in relation to or in the context of: <ul style="list-style-type: none">(a) transfer(s) of Supported Tokens to and/or from the Account of a User or holding of Supported Tokens in such Account, includes such Address(es) associated therewith to which Supported Tokens may be transferred or at which Supported Tokens may be held; and(b) transfer(s) of Supported Fiat Currencies to and/or from the Account of a User or holding of Supported Fiat Currencies in such Account, includes such bank account(s) as may be associated with such Account/User or Token Exchanges associated with such Account/User;
“Address”	in relation to a Digital Asset, the address on the blockchain of the relevant Digital Asset;
“Affiliates”	means with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person;
“AML Legislation”	has the meaning ascribed thereto in Paragraph 16.1 of these Terms;
“AML/CFT”	has the meaning ascribed thereto in Paragraph 3.1.1(b) of these Terms;
“Applicable Exchange Rate”	in relation to a Token Exchange by a User means the amount of User Offer Token to User Request Token prescribed by such User to effect such Token Exchange;
“Applicable Laws”	means all relevant or applicable statutes, laws (including any reporting and/or withholding tax requirements of any government), rules, regulations, directives, circulars, notices, guidelines and practice notes of any Governmental Authority;
“Completed Token Exchange”	in respect of a Token Exchange Order initiated by a User or Token Exchange in respect thereof, means:

- (a) the transfer of such User(s)' User Offer Token(s) in the User Offer Token Quantity (as specified by such User in such Token Exchange Order for such Token Exchange) from the Account of such User to the Account(s) of the Counterparty User(s) being recorded in the Exchange Ledger as complete; and
- (b) the transfer(s) of such Counterparty User(s)' User Request Token(s) in such User Request Token Quantity (as specified by such User in such Token Exchange Order for such Token Exchange) from the Account(s) of such Counterparty User(s) to the Account of such User being recorded in the Exchange Ledger as complete;

“Counterparty User”

in relation to a User who has transmitted a Token Exchange Order, means another User who has transmitted another Token Exchange Order and where:

- (a) the User Offer Token(s) subject of the first-mentioned Token Exchange Order is of the same Supported Token type as the User Request Token(s) that are the subject of the second-mentioned Token Exchange Order; and
- (b) the User Request Token(s) subject of the first-mentioned Token Exchange Order is of the same Supported Token type as the User Offer Token(s) that are the subject of the second-mentioned Token Exchange Order;

“Digital Asset”

means any cryptographic asset or virtual currency including but not limited to the Supported Tokens;

“Dispute”

has the meaning ascribed thereto in Paragraph 28.2 of these Terms;

“Disqualified Person”

means:

- (a) if you are an individual, a person who is a citizen of, domiciled in, resident of, or physically present / located in an Exchange Services Excluded Jurisdiction;
- (b) if you are a body corporate, a body corporate:
 - (i) which is incorporated or organized in, or operates out of, an Exchange Services Excluded Jurisdiction, or
 - (ii) which is under the control of one or more individuals who is/are citizen(s) of, domiciled

in, residents of, or physically present / located in, an Exchange Services Excluded Jurisdiction; and/or

- (c) any person or body corporate seeking to access the Website / use the Exchange Services from within the Exchange Services Excluded Jurisdictions;
- (d) an individual or body corporate which is otherwise prohibited or ineligible in any way, whether in full or in part, from participating in any part of the transactions contemplated in these Terms;

“Double Spending” means the use, or attempted use, of the same Digital Asset in more than one transaction or other similar arrangement;

“Erroneous Transfers of Supported Fiat Currencies” has the meaning ascribed thereto in Paragraph 8.4 of these Terms;

“Erroneous Transfers of Supported Tokens” has the meaning ascribed thereto in Paragraph 7.4 of these Terms;

“Error Correction” has the meaning ascribed thereto in Paragraph 9.5.1 of these Terms;

“Exchange Ledger” means all records and/or information maintained by us in respect of Exchange Services including but not limited to Token Exchange Orders, Token Exchanges, Supported Tokens Deposits, Supported Tokens Withdrawals, Supported Token Refunds, Supported Fiat Currencies Deposits, Supported Fiat Currencies Withdrawals, Supported Fiat Currencies Refunds and Accounts in connections therewith;

“Exchange Services” means the facilitation of Token Exchange made available by us through the VELIC Platform;

“Exchange Services Excluded Jurisdictions” shall mean the jurisdictions stipulated in Annex 3 of these Terms;

“Foreign Bank” has the meaning ascribed thereto in Paragraph 14.1(t) of these Terms;

“Fork” means a change in the existing source code or the creation of new or additional source code for a blockchain, which may be hard, soft, velvet or otherwise in nature;

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of

competent jurisdiction, and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent that they relate to either you, any VELIC Affiliate (including VEX and the Proxy), the Supported Tokens and/or the Services;

“Hosted Address”	has the meaning ascribed thereto in Paragraph 3.5.1 of these Terms;
“Indemnified Persons”	means VEX, the Proxy, and their subsidiaries, related companies, Affiliates, directors, officers, employees, agents, service providers and suppliers, successors, and permitted assignees;
“KYC”	has the meaning ascribed thereto in Paragraph 3.1.1(b) of these Terms;
“Level 2 User TMTR”	has the meaning ascribed thereto in Annex 7 of Terms;
“Loss”	means any and all losses, claims, liabilities, damages, suits, actions, demands, proceedings, costs, charges and/or expenses of whatsoever nature or howsoever arising, including any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue and income or profits);
“Minimum Required Balance”	has the meaning ascribed thereto in Paragraph 9.4.1 of these Terms;
“Network Fees”	means such transaction cost payable, whether denominated in Digital Assets or otherwise, for the use of or execution of transactions on a network;
“Preferred Communication Modes”	has the meaning ascribed thereto in Paragraph 3.2.1 of these Terms;
“Prohibited Uses”	has the meaning ascribed thereto in Paragraph 15.3 of these Terms;
“Project”	means the VELIC project, which aims to develop a suite of institutional grade financial Services atop a security-focused, tokenized platform which leverages on blockchain technology. Further information about the Project is accessible via the Website and the Whitepaper;
“Property”	has the meaning ascribed thereto in Paragraph 11 of these Terms;
“Proxy”	has the meaning ascribed thereto in Paragraph 1.2 of these Terms;

“Receivables”	has the meaning ascribed thereto in Paragraph 11 of these Terms;
“Registration Conditions”	has the meaning ascribed thereto in Paragraph 3.1.1 of these Terms;
“Sanctions”	has the meaning ascribed thereto in Paragraph 14.1(r)(iii) of these Terms;
“Services”	means the services and/or content provided by the VELIC Group on or through the Website as described in Annex 6 of these Terms but shall not include any Third Party Integrated Applications;
“SIAC”	means the Singapore International Arbitration Centre;
“SIMC”	means the Singapore International Mediation Centre;
“Singapore”	means the Republic of Singapore;
“Supported Fiat Currencies”	means the fiat currencies as set out in Annex 2 of these Terms or such other fiat currencies as we may determine in accordance with Paragraph 5 of these Terms;
“Supported Fiat Currencies Deposit”	has the meaning ascribed thereto in Paragraph 8.1 of these Terms;
“Supported Fiat Currencies Refunds”	has the meaning ascribed thereto in Paragraph 8.5 of these Terms;
“Supported Fiat Currencies Withdrawal”	has the meaning ascribed thereto in Paragraph 8.2 of these Terms;
“Supported Fiat Currencies Withdrawal Request”	has the meaning ascribed thereto in Paragraph 8.2 of these Terms;
“Supported Tokens”	means the Digital Assets as set out in Annex 2 of these Terms or such other Digital Assets we may determine in accordance with Paragraph 5 of these Terms;
“Supported Tokens Deposit”	has the meaning ascribed thereto in Paragraph 7.1 of these Terms;
“Supported Tokens Refunds”	has the meaning ascribed thereto in Paragraph 7.5 of these Terms;
“Supported Tokens Withdrawal”	has the meaning ascribed thereto in Paragraph 7.2 of these Terms;
“Supported Tokens Withdrawal Request”	has the meaning ascribed thereto in Paragraph 7.2 of these Terms;

“Third Party Fees & Charges”	has the meaning ascribed thereto in Paragraph 4.2 of these Terms;
“Third Party Integrated Applications”	means the third party applications and interfaces which are integrated to the Website;
“Token Exchange”	means an exchange of User Offer Tokens in the User Offer Token Quantity for User Request Tokens in the User Request Token Quantity;
“Token Exchange Attempt”	means any act by you to effect a Token Exchange, including but not limited to a Token Exchange Order or the transfer of User Offer Tokens by you in connection with such Token Exchange Order;
“Token Exchange Order”	means a transmitted application by a User on the VELIC Platform to enter into a Token Exchange;
“Token Exchange Rules”	means the rules as set out in Annex 5 of these Terms and accessible at https://www.velic.io/?pagename=support/faqdetail&faqId=28;
“Transaction Fees”	means User Exchange Fees and Third Party Fees & Charges;
“User”	means a person or body corporate successfully registering for an Account to access the Website / the Services;
“User Address”	in respect of a User means the Address designated by such User that is in compliance with Paragraph 3.4.1 of these Terms;
“User Bank Account”	in respect of a User means the Address designated by such User that is in compliance with Paragraph 3.4.2 of these Terms;
“User Contact Number”	has the meaning ascribed thereto in of Paragraph 3.1.1(a)(ii) of these Terms;
“User Email Address”	has the meaning ascribed thereto in Paragraph 3.1.1(a)(i) of these Terms;
“User Exchange Fee”	has the meaning ascribed thereto in Paragraph 4.1 of these Terms;
“User Information”	in respect of a User refers to the information requested in Paragraphs 3.1.1(a) and 3.1.2 of these Terms;
“User Offer Token”	in respect of a User means the Supported Token that such User is offering in exchange for User Request Token in relation to a Token Exchange;

“User Offer Token Quantity”	means the amount of User Offer Tokens (excluding Third Party Fees & Charges) which you are seeking to deliver to in exchange for such User Request Token Quantity based on the Applicable Exchange Rate;
“User Request Token”	means the Supported Token that you are requesting to receive in exchange for User Offer Token in relation to a Token Exchange;
“User Request Token Quantity”	means the amount of User Request Tokens which you are requesting to receive in exchange for such User Offer Token Quantity based on the Applicable Exchange Rate;
“VELIC Affiliate”	has the meaning ascribed thereto in Paragraph 1.3 of these Terms.
“VELIC Group”	has the meaning ascribed thereto in Paragraph 1.3 of these Terms;
“VELIC Loyalty Program”	has the meaning ascribed thereto in Paragraph 13 of these Terms;
“VELIC Platform”	means the operating systems to facilitate the Services, including but not limited to the Exchange Services;
“VELT Tokens”	means VELIC tokens, the cryptographic token native to the Project;
“VEX”	means a private company limited by shares to be incorporated in Singapore and offering the Exchange Services through the VELIC Platform;
“Website”	has the meaning ascribed thereto in Paragraph 1.1 of these Terms; and
“Whitepaper”	means the version of the whitepaper entitled “ <i>VELIC – Crypto-Finance Ecosystem, Secure by Design</i> ” which is accessible at https://man.velic.io/VELIC_Whitepaper.pdf .

2. MISCELLANEOUS

In these Terms, unless the context otherwise requires:

- (a) words importing the singular include the plural and *vice versa*, words importing any gender include every gender;
- (b) references to a “**person**” include any company, limited liability partnership, partnership, business trust or unincorporated association (whether or not having separate legal personality) and references to a “**company**” include any company, corporation or other body corporate, wherever and however incorporated or established;

- (c) paragraph headings are for convenience of reference only and shall not affect the interpretation of these Terms;
- (d) the words “**written**” and “**in writing**” include any means of visible reproduction; and
- (e) as the case may be, any of “**User Offer Token**”, “**User Request Token**”, “**Supported Token**”, and “**Supported Fiat Currency**” may be constituted in an amount that is not a whole number.

Annex 2

SUPPORTED TOKENS

S/N	Project / platform	Supported Token	Trading Symbol
1.	Bitcoin	bitcoin	BTC
2.	Bitcoin Cash	Bitcoin Cash	BCH
3.	Ripple	Ripple	XRP
4.	Litecoin	Litecoin	LTC
5.	Stellar	Lumen	XLM
6.	Tether	Tether USDT	USDT
7.	TRON	TRON	TRX
8.	Ethereum	Ether	ETH
9.	EOSIO	EOS	EOS
10.	Qtum	Qtum	QTUM
11.	ICON	ICON Exchange Token	ICX
12.	Circle	USD Coin	USDC
13.	TrustToken	TrueUSD	TUSD
14.	VELIC	VELIC Token	VELT

SUPPORTED FIAT CURRENCY

S/N	FIAT CURRENCY
-	-

Annex 3

EXCHANGE SERVICES EXCLUDED JURISDICTIONS

1. Republic of Singapore
2. Albania[#]
3. Bahamas[#]
4. Barbados[#]
5. Botswana[#]
6. Cambodia[#]
7. Democratic People's Republic of Korea^{#^}
8. Democratic Republic of the Congo[^]
9. Eritrea[^]
10. Ghana[#]
11. Iceland[#]
12. Iran^{#^}
13. Jamaica[#]
14. Libya[^]
15. Mauritius[#]
16. Mongolia[#]
17. Myanmar[#]
18. Nicaragua[#]
19. Pakistan[#]
20. Panama[#]
21. Serbia[^]
22. Somalia[^]
23. South Sudan[^]
24. Sudan[^]
25. Syria[#]

26. Uganda[#]
27. Yemen^{#^}
28. Zimbabwe[#]
29. Any jurisdiction in which access to the Exchange Services is prohibited, restricted or unauthorized in any form or manner whether in full or in part under the Applicable Laws, regulatory requirements or rules in such jurisdiction

[#] *Jurisdictions with strategic anti-money laundering / counter-financing of terrorism deficiencies most recently identified by the Financial Action Task Force at <http://www.fatf-gafi.org/countries/#high-risk> (last accessed on June 16, 2020)*

[^] *Jurisdictions in which designated individuals and entities are identified by the MAS for the purposes of regulations promulgated under the Monetary Authority of Singapore Act (Chapter 186) of Singapore, the United Nations Act (Chapter 339) of Singapore or the Terrorism (Suppression of Financing) Act (Chapter 325) of Singapore*

Annex 4

RISK FACTORS & DISCLAIMERS

You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before deciding to use the Exchange Services. To the best of our knowledge and belief, the risk factors which are material to you in making an informed judgement to use the Exchange Services have been set out below.

RISKS RELATING TO THE VELIC Platform

We may experience system failures, unplanned interruptions in our network or Exchange Services, hardware or software defects, security breaches or other causes that could adversely affect our infrastructure network, and/or the VELIC Platform

We are unable to anticipate when there would be occurrences of hacks, cyber-attacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), distributed denials of service or errors, vulnerabilities or defects in the VELIC Platform, the Supported Tokens, the User Address, the User Email Address, the Hosted Address(es), or any technology (including but not limited to blockchain technology) on which we, the VELIC Platform, the Supported Tokens, the User Address, the User Email Address, the Hosted Address(es), relies or on, or any other blockchain associated with the Supported Tokens. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. We may not be able to detect such hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service errors vulnerabilities or defects in a timely manner, and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.

Our Exchange Services could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of our Exchange Services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond our control. Although we have taken steps to guard against malicious attacks on our appliances and infrastructure, which are critical for the maintenance of the VELIC Platform and/or the Exchange Services, there can be no assurance that cyber-attacks, such as distributed denials of service, will not be attempted in the future, and that any of our enhanced security measures will be effective. We may be prone to attacks on our infrastructure intended to steal information about technology, financial data or User information or take other actions that would be damaging to us and Users. Any significant breach of our security measures or other disruptions resulting in a compromise of the usability, stability and security of our network or Exchange Services (including the VELIC Platform) may adversely affect the public confidence in our network or Exchange Services.

We are dependent in part on the location and data center facilities of third parties

Our infrastructure network is in part established on servers which are owned or housed at the location facilities of third parties, and/or servers that it rents at data center facilities of third parties. If we are unable to maintain such network on commercially reasonable terms or at all, we may be required to transfer our Exchange Services to a new data center facility, and may incur significant costs and possible Service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third party providers of such facilities may suffer a breach of security as a result of third party action, employee error, malfeasance or otherwise, and a

third party may obtain unauthorized access to the data in such servers. As techniques used to obtain unauthorized access to, or to sabotage systems change frequently and generally are not recognized until launched against a target, the VELIC Group and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures.

Legality of the Exchange Services and/or Supported Tokens may be subject to clarification, implementation or change

The Applicable Laws in relation to the Exchange Services and/or the Supported Tokens in various jurisdictions may be uncertain and/or subject to clarification, implementation or change. In the event of such clarification, implementation or change, the availability of the Exchange Services and/or the Supported Tokens (in connection with the Exchange Services) may be adversely affected, including but not limited to the suspension or deactivation of the Exchange Services and/or the availability of the Supported Tokens (in connection with the Exchange Services).

We may also have to take measures to comply with such regulations, or have to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost and may also require substantial modifications to the VELIC Platform. This may impact the appeal of the VELIC Platform for Users and result in decreased usage of the VELIC Platform.

Further, should the costs (financial or otherwise) of complying with such newly implemented regulations exceed a certain threshold, maintaining the VELIC Platform may no longer be commercially viable and we may opt to suspend or deactivate the Exchange Services. Further, it is difficult to predict how or whether governments or regulatory authorities may clarify, implement or change any Applicable Laws affecting distributed ledger technology and its applications, including the Exchange Services. We may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Certain parts of our work and processes may risk being disrupted by new technologies that may emerge

New technologies may emerge and have a disruptive effect on certain parts of our work and processes. In particular, blockchain technology is rapidly developing and evolving, and technological advancements may render certain or all parts of our work and processes obsolete and ineffective. This may have an adverse effect on the demand for the Exchange Services, the Applicable Exchange Rate of Supported Tokens, and the availability of Supported Tokens from Counterparty User(s).

Negative publicity may materially and adversely affect the Applicable Exchange Rate and/or availability of Supported Tokens

Negative publicity involving the VELIC Group or any VELIC Affiliate (including VEX and the Proxy), the VELIC Platform, or any of the key personnel of a VELIC Affiliate (including VEX and the Proxy) may materially and adversely affect the market perception of the VELIC Group, whether or not such negative publicity is justified. This may have an adverse effect on the demand for the Exchange Services, the Applicable Exchange Rate of Supported Tokens, and the availability of Supported Tokens from Counterparty User(s).

The VELIC Platform, User Address, and Supported Tokens are exposed to risk of attacks

While we will make every effort to ensure that the VELIC Platform will be securely executed through rigorous security audit thereof, there is no assurance that the VELIC Platform and/or any Hosted

Address will not be subject to hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the VELIC Platform or any other blockchain, or otherwise. Such events may occur as a result of, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event(s), the Exchange Services may be disrupted and the Supported Tokens may even be stolen or diverted to a different Address. Unless you specifically obtain private insurance to insure Supported Tokens, you may not have any recourse as a result of such loss of Supported Tokens.

There may be unanticipated risks arising from the use of the Exchange Services

In addition to the risks included hereto, there are other risks associated with your use of the VELIC Platform, including those that we cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed hereto.

GENERAL RISKS RELATING TO TRADING OF CRYPTOGRAPHIC TOKENS

There is no assurance of an active or liquid market for Supported Tokens

There is no assurance that an active or liquid trading market for Supported Tokens will develop or if developed, be sustained after the Supported Tokens have been made available for trading on the VELIC Platform. The Supported Tokens are generally not a currency issued by any central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit. Trading of Supported Tokens depends on the consensus on its value between the relevant market participants, and there is no guarantee as to the liquidity or market price of Supported Tokens to any extent at any time. Accordingly, we cannot ensure that there will be any demand or market for Supported Tokens, or that the Applicable Exchange Rate is indicative of the market price of Supported Tokens.

The trading price of Supported Tokens may fluctuate

The prices of cryptographic tokens in general tend to be relatively volatile, and can fluctuate significantly over short periods of time. The demand for, and correspondingly the market price of, Supported Tokens may fluctuate significantly and rapidly in response to, among others, the following factors:

- (a) new technical innovations;
- (b) analysts’ speculations, recommendations, perceptions or estimates of a Supported Token’s market price;
- (c) changes in market valuations and token prices of entities with operations similar to that of a particular Supported Token;
- (d) announcements of significant events, for example partnerships, sponsorships, new product developments;
- (e) fluctuations in market prices and trading volume of Supported Tokens on cryptocurrency exchanges;
- (f) the availability of Supported Tokens on other cryptocurrency exchanges; and

- (g) changes in conditions affecting the blockchain or financial technology industry, the general economic conditions or market sentiments, or other events or factors.

You may suffer significant losses from Digital Asset margin trading

In Digital Asset margin trading (if and when made available to you), the margin principal and profit are not guaranteed. Digital Asset margin trading involves significant risks due to leveraging. The more leverage you use, the more you may trade relative to the actual amount of funds that you invest. The losses may increase significantly if market prices are inconsistent with expectations.

VELIC may execute an Error Correction of your entire position and settle the transaction using methods which we establish in our sole and absolute discretion from time to time to protect you from escalating losses in the case that the market moves in a direction that is unfavorable to your position, and you may suffer greater losses than the funds you invested (including the amount of deposited margin). In cases of thin liquidity, it may be difficult to execute a reversing trade, which can potentially increase your losses.

You may suffer losses that exceed the amount deposited in your Account due to stop-out

The “stop-out” process allows VELIC to cancel non-executed new Token Exchange Orders, forcibly execute a reversing trade, and settle all of your positions to protect you from escalating losses when your margin falls short of our prescribed ratio of the margin to required margin. We may change or amend this process in our sole and absolute discretion from time to time.

The amount of a loss will not be determined until the settlement is completed because the final settlement price in the case of a stop-out is determined by market prices.

The final settlement price may significantly differ from the one at the time the transaction was initiated due to large changes in market circumstances or other factors. It is possible that your losses may exceed the amount that you deposited in your Account.

Understanding cryptographic token technology requires technical knowledge

Cryptographic tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate the inherent risks. The availability of Supported Tokens on the VELIC Platform does not indicate approval or disapproval of the underlying technology regarding any Supported Token, and should not be used as a substitute for your own understanding of the risks specific to each Supported Token. We give you no undertaking or warranty as to the suitability of the Supported Tokens traded under these Terms and assume no duty in our relations with you. By using the Exchange Services, you acknowledge and agree that you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptocurrencies, blockchain assets, and cryptographic tokens including the Supported Tokens, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, and blockchain technology.

None of the information available on the Website or made available to you in relation to the use of Exchange Services constitutes advice

None of the information available on the Website or made available to you in relation to the use of Exchange Services (including but not limited to the Applicable Exchange Rate provided in respect of a Token Exchange, which is **not** indicative of the price at which certain Supported Tokens are being traded on the VELIC Platform or other cryptocurrency exchange platforms) constitutes any advice, including but not limited to legal, tax, financial or trading advice. If you are in any doubt as to the action

you should take, you should consult your legal, financial, tax or other professional advisors.

Annex 5

TOKEN EXCHANGE RULES

These Token Exchange Rules and any terms expressly incorporated herein (“**Rules**”) apply to your access as a User to and your use of any Services that we make available through our websites, mobile applications, APIs or developer tools, and any other related Services provided by us, including the Website, VELIC Platform, and/or the Services. Capitalized terms used in these Rules shall bear the meanings ascribed to them in these Terms unless otherwise defined or the context requires otherwise.

Your use of the VELIC Platform and the Exchange Services are subject to these Rules. The Website Terms of Use, Privacy Policy and all other rules, policies and procedures on the Website constitute a part of and are hereby incorporated by reference in their entirety into these Rules.

Please review these Rules periodically to ensure that you understand all of the terms and conditions that apply to your access to and use of the Exchange Services.

1. **TOKEN EXCHANGE CHANNELS**

1.1 Token Exchanges may only be undertaken via the following channels:

- (a) the Website; and/or
- (b) such dedicated applications as may be developed by the VELIC Group from time to time at our sole discretion for use on computers, tablets, smartphones, or such other devices (“**VEX Applications**”).

1.2 We will not accept Token Exchange Orders from any other channels, such as customer support, email, telephone, post, third party applications and interfaces, or by any other means not approved by us.

1.3 You acknowledge that the VEX Applications may not have access to the full suite of Exchange Services, and in such event, we will not be liable to you for any Losses incurred in connection therewith, and you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against us and the Indemnified Persons in connection with or arising from such inaccessibility to any of the Exchange Services, and shall further hold harmless the Indemnified Persons from and against any and all Losses that may be incurred by you in connection with or arising from such inaccessibility to any of the Exchange Services.

2. **TOKEN EXCHANGE OPERATION HOURS**

2.1 Token Exchanges may be undertaken anytime during a calendar day, save that we shall be entitled to amend, suspend, or cease the Token Exchange operation hours (“**Token Exchange Operation Hours Change**”) at our sole and absolute discretion without any prior notice to you for any reason whatsoever, including for the performance of system maintenance on the VELIC Platform. If necessary, we may at our sole and absolute discretion suspend, restrict, or terminate your access to the Website and/or use of the Exchange Services.

2.2 In the event of a Token Exchange Operation Hours Change, notwithstanding that we may

proceed with the same without prior notice to you, we will on a reasonable efforts basis and where practicable notify you of such Token Exchange Operation Hours Change at least seven (7) days prior to such Token Exchange Operation Hours Change taking effect, provided always that such notice shall be provided at our sole and absolute discretion.

3. TOKEN EXCHANGE PAIRS

3.1 Two (2) Supported Tokens that are traded in a Token Exchange (“**Token Exchange Pair**”, or “**TEP**”) will be represented as a pair on the VELIC Platform as follows:

Supported Token A / Supported Token B

3.2 The numerical value of Supported Token B refers to the amount of Supported Token B required to acquire one (1) unit of Supported Token A. For example, ETH/BTC indicates the amount of BTC necessary to purchase one (1) ETH and BTC/USDT indicates the amount of USDT necessary to purchase one (1) BTC.

3.3 The Token Exchange Pairs available to you for trading will be displayed on the Website upon your logging into your Account on the VELIC Platform.

4. TRADING OVERVIEW

4.1 You will be able to perform Token Exchanges and, if made available to you, margin trades and limit orders.

4.2 The order limits are as follows:

	BTC	ETH	USDT	VELT Tokens	ICX	XRP
Minimum order quantity for spot trades	0.001	0.01	10	1,000	10	10
Trade limit for spot trades	None	None	None	None	None	None
Maximum order quantity for spot trades	None	None	None	None	None	None
Minimum order quantity for leveraged trades	Liquidating (opposing trade) for less than 0.01 BTC, opposing trades for all open positions must be made	Liquidating (opposing trade) for less than 0.5 TEP, opposing trades for all open positions must be made	Liquidating (opposing trade) for less than 0.5 TEP, opposing trades for all open positions must be made	Liquidating (opposing trade) for less than 0.5 TEP, opposing trades for all open positions must be made	Liquidating (opposing trade) for less than 0.5 TEP, opposing trades for all open positions must be made	Liquidating (opposing trade) for less than 0.5 TEP, opposing trades for all open positions must be made

- 4.3 All orders, including Token Exchange Orders, will be “good until cancelled”, in other words, active until executed or cancelled by you.
- 4.4 Limit orders are orders with conditions set to buy if the price falls to or below a specified point or to sell if the price rises to or surpasses a specified point. There are instances in which only part of a limit order is executed. In these cases, the remaining order will remain active until executed or until canceled by the User. Limit orders can also be filled immediately either fully or partially as taker’s order. In certain circumstances, including scheduled maintenance, we may, in our sole and absolute orders, cancel limit orders.

Limit orders placed by the User can be cancelled if they have not been executed.

5. SLIPPAGE

In using the Exchange Services, you irrevocably and unconditionally agree that we shall not be liable for any damage or Loss of any kind, or any direct, consequential, incidental, special or indirect damages, costs or claims of any nature whatsoever, arising out of or relating to any slippage, which refers to a situation in which there is a difference between the price specified by you (the price displayed on screen) when placing an order and the actual execution price due to external reasons such as market changes which affect said price after an order is placed.

6. RULES ON LEVERAGED TRADES

- 6.1 In leveraged trades (if made available to the applicable Users), Users deposit margin as collateral and engage in trades for amounts multiple times larger than the margin in accordance with the leverage ratio specified by the User. Actual Digital Assets are not bought and sold in contract for difference trades; Users must perform opposing trades for equal amounts, thereby offsetting the original purchase or sale. **MARGIN TRADING ON THE VELIC PLATFORM IS A HIGH RISK ACTIVITY. YOU MAY LOSE THE ENTIRE VALUE OF YOUR DIGITAL ASSETS OR OWE DIGITAL ASSETS GREATER THAN THE AMOUNT DEPOSITED IN YOUR ACCOUNT. THE HIGH VOLATILITY AND SUBSTANTIAL RISK OF ILLIQUIDITY IN MARKETS MEANS THAT YOU MAY NOT ALWAYS BE ABLE TO LIQUIDATE YOUR POSITION.** Please refer to the risks set out in the Annex 4 of the Terms in relation to leveraged trades.

- 6.2 For the purpose of this Rule, the following terms shall have the corresponding meanings:

Alert rate	<p>(a) 120%.</p> <p>(b) This is the level at which Users are warned that their maintenance margin rate is decreasing; if the maintenance margin rate falls below the alert level, Users will be notified by email.</p> <p>(c) Alert notifications are sent as a tool to help Users manage their open positions; however, be aware that due to technical reasons, sudden market changes, and other such causes, notification may be delayed or not sent at all in some cases.</p>
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	<p>(d) Accordingly, Users should anticipate the possibility of such events and constantly exercise sufficient caution in their trading.</p> <p>(e) The alert rate may be amended at our sole and absolute discretion without prior notice to you.</p>
Equity	Real value of funds in an Account calculated by adding unrealized profits and losses to the deposited margin.
Margin	Supported Tokens used as collateral to hold an open position.
Margin available	Amount calculated by subtracting required margin, pending order margin, and unrealized losses from the deposited margin.
Margin coverage	<p>(a) Rate of equity to required margin, computed by dividing equity with required margin.</p> <p>(b) This rate is used to determine when to trigger a stop-out, etc.</p>
Margin rate	<p>(a) Computed on the following formula:</p> $\frac{1}{\text{First number of leverage ratio}}$ <p>(b) Users can choose various leverage ratios offered on the VELIC Platform.</p> <p>(c) Such leverage ratios and margin rates may be amended at our sole and absolute discretion without prior notice to you.</p>
Open positions	<p>(a) Active trades before an opposing trade (liquidation) is performed.</p> <p>(b) Leveraged trades are referred to as “long positions” when buying and “short positions” when selling. Open positions are sometimes simply called positions.</p>
Pending order margin	<p>(a) Margin required for new limit or stop-loss orders that have been placed but not executed.</p> <p>(b) Pending order margin when placing an order is calculated as follows:</p> <p><i>Order price × order quantity × margin rate</i></p>
Required margin	<p>(a) Margin required to execute orders and maintain open positions.</p> <p>(b) Required margin upon execution of an order is calculated as follows:</p> <p><i>Execution price × execution quantity × margin rate</i></p>

Stop-out rate	<p>(a) 110%.</p> <p>(b) If the maintenance margin rate falls below the stop-out rate, the User's held positions will be forcibly liquidated through opposing trades at market, beginning with the position with the largest unrealized loss, until the maintenance margin rate returns to 110% or more.</p> <p>(c) The stop-out rate may be amended at our sole and absolute discretion without prior notice to you.</p>
Unrealized profits and losses (P&L)	Profits and losses of open positions at current prices.

6.3 Leveraged trades

Liquidation	<p>(a) An open position is liquidated by performing an opposing trade for an equal amount. Every trading day, open positions that have not been liquidated will automatically be rolled over to the next trading day. Therefore, there are no routine liquidation deadlines for leveraged trades.</p> <p>(b) Liquidation deadlines may be determined at our sole and absolute discretion without prior notice to you.</p>
New orders	<p>(a) Margin must be deposited in advance when placing a new order.</p> <p>(b) Orders are limited by the margin available.</p>

6.4 Position management fees

6.4.1 Position management fees are fees that are incurred when a User takes a new open position and each day, that open position is rolled over to the next trading day. Position management fees are not affected by changes in Digital Asset prices, etc.

6.4.2 Payment of position management fees is made when taking a new open position and when an open position is rolled over to the next trading day.

6.4.3 Position management fees are set out in these Rules. We determine position management fees based on factors such as the current price and market environment surrounding Digital Assets.

6.5 Funding leveraged trades

6.5.1 Funds must be deposited in advance when performing leveraged trades.

6.5.2 The necessary amount of margin (pending order margin and required margin) is calculated by multiplying the actual value of trades by the margin rate. Confirmation of whether the deposited margin meets the required amount is performed twice; once when placing a new order and once when executing it.

Required margin	
Pending order margin (when placing order)	Order price × order quantity × margin rate
Required margin (when order is executed)	Execution price × execution quantity × margin rate

6.6 Stop-out

6.6.1 The stop-out system is a system in which, if the maintenance margin rate falls below the stop-out rate, then in order to prevent losses from increasing, the User's held positions are forcibly liquidated through opposing trades at the market, beginning with the position with the largest unrealized loss, until the maintenance margin rate returns to the stop-out rate or more.

6.6.2 Because the final liquidation price in a stop-out depends on the current market price, the total amount of losses is not determined until liquidation is complete.

6.6.3 In cases of sudden changes in market conditions, for whatever reason, the final liquidation price can differ greatly from the price at the time that the stop-out is triggered, so it is possible for Users to incur losses greater than the amounts they have deposited. You irrevocably and unconditionally agree to promptly pay any balance due arising in such cases.

Stop-out	
(a)	Held positions are liquidated through the opposing trades one position at a time, beginning with the position with the largest unrealized loss until the maintenance margin rate returns to 110% or more.
(b)	Stop-out orders are at-market liquidation orders.
(c)	If there is any balance due, Users will be unable to withdraw Digital Assets.

6.6.4 If procedures for stop-out trades cannot be performed due to system, technical or other issues, there is a risk that you may incur losses that are greater than anticipated or greater than the amount deposited by them. In such cases, we shall not be liable for any damage or loss of any kind, or any direct, consequential, incidental, special or indirect damages, costs or claims of any nature whatsoever, arising out of or relating to such procedures not being performed, and you agree that you irrevocably and unconditionally agree to promptly pay any balance due that arises.

6.6.5 When the maintenance margin rate has fallen below the alert level, we will send a warning email to your User Email Address registered with us. Alert notifications are sent as a tool to help Users manage their open positions. We shall not be liable for any damage or loss of any kind, or any direct, consequential, incidental, special or indirect damages, costs or claims of any nature whatsoever, arising out of or relating to situations where notification is delayed or not sent due to technical reasons, sudden market changes, or any other causes.

6.6.6 The following stop-out rate and alert rate may be determined at our sole and absolute discretion without prior notice to you.

Stop-out rate	110%
Alert rate	120%

6.7 Cross-trading

6.7.1 Cross-trading means holding both the long position and the short position. This is not possible under default settings, but Users can specify settings to allow for cross-trading. When engaging in cross-trades, the required margin for both the long position and short position is necessary.

6.7.2 Users must note that cross-trades incur position management fees for both the long position and short position, and therefore may lack economic rationale.

7. DEPOSITS AND WITHDRAWALS

7.1 Supported Token Deposits

Subject always to the Terms, you may arrange for Supported Token Deposits into your Account. When depositing Supported Tokens into your Account, you must transfer the Supported Tokens to an Address designated by VELIC in its sole and absolute discretion, which may be a Hosted Address. Balances of Supported Tokens transferred to such Address designated by VELIC will be reflected in your Account once the transfer is determined by us in our sole and absolute discretion to be complete.

7.2 Supported Tokens Withdrawals

Subject always to the Terms, you may request for Supported Tokens Withdrawals. **PROVIDED ALWAYS THAT** such Supported Tokens Withdrawal shall not exceed the balance of such Supported Tokens in your Account in excess of your Minimum Required Balance, net of all Transaction Fees (if any). Supported Tokens Withdrawals requests may only be submitted through your Account.

Subject always to the Terms, the Supported Tokens Withdrawals are typically processed within 5 to 60 minutes from the time of the relevant request, save where unforeseen circumstances which may not be within our control occur, which may include without limitation network issues of the applicable blockchain.

7.3 Withdrawal schedule

The Withdrawal schedule for Supported Tokens is as follows:

Supported Tokens	Frequency	Time
All TEP	Unlimited	During Token Exchange Hours

7.4 Daily Supported Tokens Withdrawal limit

The daily Supported Tokens Withdrawal limit, which resets daily at UTC 00:00:00 hours, is as follows:

AML/CFT and KYC verification level	Daily Withdrawal limit
Level 1	0 BTC value
Level 2	2 BTC value
Level 3	100 BTC value
Level 4	Unlimited

7.5 Supported Fiat Currencies Deposit

Support for Supported Fiat Currencies may be offered to Users at the sole and absolute discretion of VELIC from time to time.

If and when offered, subject always to the Terms, you may arrange for Supported Fiat Currencies Deposits into your Account. When depositing Supported Fiat Currencies into your Account, you must transfer the Supported Fiat Currencies to the User Bank Account. Balances of Supported Fiat Currencies transferred to your Account will be reflected in your Account once the transfer is determined by us in our sole and absolute discretion to be complete.

7.6 Supported Fiat Currencies Withdrawal

Subject always to the Terms, you may request for Supported Fiat Currencies Withdrawals. **PROVIDED ALWAYS THAT** such Supported Fiat Currencies Withdrawals shall not exceed the balance of such Supported Fiat Currencies in your Account in excess of your Minimum Required Balance, net of all Transaction Fees (if any). Supported Fiat Currencies Withdrawals requests may only be submitted through your Account.

Subject always to the Terms, the Supported Fiat Currencies Withdrawals are typically processed within 3 working days from the date of the relevant request, save where unforeseen circumstances which may not be within our control occur, which may include without limitation availability of banking services of the relevant banks.

7.7 Deposit and Withdrawal Fees

7.7.1 The Deposit and Withdrawal Fees are as follows:

Deposit Fee	None
Withdrawal Fee	Withdrawal fees may apply depending on the Supported Tokens and/or Supported Fiat Currencies being withdrawn and such applicable fees will be updated and published from time at https://www.velic.io/?pagename=support/faqdetail&faqId=42 .

7.7.2 All Transaction Fees, including any fees charged by financial institutions (if applicable), shall be borne by you.

8. USER EXCHANGE FEES

Maker Fee*	0.1%
Taker Fee*	0.1%

* *Maker/taker status and fee calculation is determined at the time of each match against an order*

Annex 6

SERVICES

1. GENERAL

The purpose of this Annex is to provide information on the upcoming Services that we have developed / are developing and may provide to Users. The provision of such Services will be subject to further terms and conditions to be prescribed, as stipulated in paragraph 2.4 of this Annex.

All information (“**Published Information**”) in this Annex, the Whitepaper, the Website, or information published by the VELIC Group involves known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied in Published Information. These risks, uncertainties and other factors include, *inter alia*, the following:

- (a) changes in political, social and economic conditions, the regulatory environment, laws and regulations and interpretation thereof in the jurisdictions where we conduct business or expect to conduct business;
- (b) the risk that we may be unable to realize our anticipated growth strategies and expected internal growth;
- (c) changes in the availability and cost of professional staff which we require to operate our business;
- (d) changes in preferences and needs of Users;
- (e) changes in competitive conditions and our ability to compete under such conditions;
- (f) changes in our future capital needs and the availability of financing and capital to fund such needs;
- (g) changes in currency / Digital Assets exchange rates; and
- (h) other factors beyond our control.

The Published Information are applicable only as of the date of these Terms. Given the risks and uncertainties that may cause our actual future results, performance or achievements to be materially different from that expected, expressed or implied by the Published Information in these Terms, undue reliance must not be placed on the Published Information. None of us, the VELIC Affiliates (including VEX and the Proxy), or any other person represents or warrants that our actual future results, performance or achievements will be as discussed in the Published Information, in particular, the materialization and the manner/form of such materialization of the Services described in this Annex.

2. SERVICES

2.1 The Services that the VELIC Group is intending to offer are as follows:

- (a) **Vault Services:** Securely store and maintain access to Digital Assets, and includes key loss prevention and solutions for the transfer of assets in case of extreme events;
- (b) **Exchange Services:** Creating a safe and transparent Digital Asset-to-Digital Asset trade service on the VELIC Platform (as detailed in the foregoing Terms);
- (c) **Lending Services:** Borrow or lend Digital Assets at preferential rates;
- (d) **Investment and Asset Management Services:** A range of investment products used to achieve varying degrees of exposure to the crypto assets;
- (e) **Initial exchange offering (“IEO”) Services:** platform that allows projects to sell, distribute, and list project tokens on the VELIC exchange, and also offers the option to trade newly issued tokens directly through the VELIC exchange (as the case may be); and
- (f) **Airdrop/Staking Services:** Airdrops and/or staking of Digital Assets, which may include VELT Tokens.

2.2 All of the aforementioned Services are based on Digital Assets.

2.3 **Access to the Website and the Services is intended for and extended only to a person or body corporate who is not a Disqualified Person. Accordingly, you are not eligible to access the Website or use the Services if you are a Disqualified Person.**

2.4 **The information in relation to the Services set out in this Annex is not intended to create legal relations with a recipient of the same or to be legally binding or enforceable by such recipient against the VELIC Group. Save for the Exchange Services which are governed by the foregoing Terms, all of the other Services as described in this Annex shall be governed by terms and conditions separate and distinct from these Terms upon introduction and implementation of the same.**

3. VAULT SERVICES

An asset custody service, if and when made available, which leverages VELIC Group’s proprietary secret-sharing based private key management infrastructure. The Vault Services aim to provide ready access to a User’s Digital Assets while ensuring high-level of security.

4. LENDING SERVICES

4.1 A lending service, if and when made available, allows eligible users (“**Borrowers**”) to borrow loans (“**Loans**”) of Digital Assets from applicable lender(s) (“**Lender(s)**”) for various purposes.

4.2 Borrowers

If, as a Borrower, the balance in your Account falls below your Minimum Required Balance or such other minimum balance as may be required by us at our sole and absolute discretion such

that your Account balance would be insufficient and result in the default of a Loan repayment, we shall be deemed to be authorized and permitted to take control of and liquidate any or all of your positions and balance in your Account to repay the outstanding principal and accrued interest on Loans you have obtained from Lenders. If the aggregate of your positions and Account balance is insufficient to fulfill repayment obligations, you will be directly responsible for any such additional funds as may be outstanding and owing to Lenders.

4.3 Lenders

As a Lender, you acknowledge and agree that in extending Loans to Borrowers, you assume the risk that you may lose all or part of your principal amount extended to a Borrower in a Loan in the event that such Borrower defaults on the Loan and the balance as residing in the Borrower's Account fails to cover the Borrower's debt to you. You further agree and acknowledge that none of us or the VELIC Affiliates (including VEX and the Proxy) will have any responsibility to you in the event of such loss.

5. **IEO SERVICES**

5.1 The IEO Services are intended to include the following:

- (a) grant partner projects the option to list, sell, and distribute project tokens directly through VELIC exchange, granting Users preferential access to our partner projects; and
- (b) investors of such partner projects will be able to, following purchase of new tokens trade them directly on VELIC exchange, if applicable.

5.2 Your Contractual Relationship with the IEO Token Vendor

5.2.1 If you wish to participate in an IEO using the IEO Services, you may be provided with access to documentation provided by the relevant project token vendor ("**IEO Token Vendor**"), which may include (a) a whitepaper describing the Digital Asset for sale, and (b) the terms and conditions on which the IEO Token Vendor is offering the Digital Asset to purchasers such as you ("**IEO Token Sale Terms**"). None of us or the VELIC Affiliates (including VEX and the Proxy) make any guarantees whatsoever about the truth, accuracy or completeness of any such documentation provided by the IEO Token Vendor.

5.2.2 When you purchase Digital Assets in an IEO through the IEO Services, you are entering into a contractual relationship with the IEO Token Vendor on the terms as set out in the IEO Token Sale Terms, including without limitation the price, the type(s) of Digital Assets that may be accepted as purchase consideration, and sale period. You will be prohibited from participating in an IEO using the IEO Services unless you acknowledge and agree to the IEO Token Sale Terms.

5.2.3 You acknowledge and agree that:

- (c) your participation in an IEO using the IEO Services will not, unless so deemed by us in our sole and absolute discretion, have any relation to, be independent of, and be mutually exclusive from your use of other Services, in particular, any sale of VELT Tokens and/or the use of Exchange Services;
- (d) unless otherwise determined in our sole and absolute discretion, your purchase and

ownership of the Digital Asset(s) from the IEO using the IEO Services will carry no rights, whether express or implied, in respect of the Services. Any potential future right or expectation relating to your use of the relevant project's Digital Assets on the relevant project network shall be subject to any restrictions and limitations set out in the IEO Token Sale Terms and relevant project documentation (as the case may be);

- (e) you may be subject to such other requirements in relation to whitelisting or otherwise as may be imposed by the relevant IEO Token Vendor, including but not limited to further and more extensive KYC and AML/CFT checks conducted on you being satisfactory to the IEO Token Vendor;
- (f) none of us or any VELIC Affiliate (including VEX and the Proxy) will be a party to the IEO Token Sale Terms;
- (g) none of us or any VELIC Affiliate (including VEX and the Proxy) will be a party to your purchase of any Digital Assets in an IEO; and
- (h) you will resolve any disputes concerning the purchase of any Digital Assets in an IEO directly with the IEO Token Vendor without our involvement, or the involvement of any VELIC Affiliate (including VEX and the Proxy).

5.3 Certain risks of using the IEO Services

- 5.3.1 The IEO Services enable you to participate in IEOs of our partner projects. We in no way whatsoever guarantee the success of or endorse any IEO that is made available through the IEO Services. It is your responsibility to evaluate the risks and merits associated with your participation in any IEO. VELIC is not liable in any way for your failure to understand such risks.
- 5.3.2 **To the maximum extent permitted by law, we shall not be liable for any damage or Loss of any kind, or any direct, consequential, incidental, special or indirect damages, costs or claims of any nature whatsoever, arising out of or relating to your participation or attempted participation in an IEO through the IEO Services.**

6. **AIRDROPS**

6.1 Eligibility

- 6.1.1 You may be eligible to receive free distributions of Digital Assets (an “**Airdrop**”) from time to time. We may, in our sole and absolute discretion, determine the eligibility criteria for each Airdrop, details of each Airdrop, as well as the procedures (if any) for claiming Digital Assets in such Airdrop, which may include without limitation location and/or nationality / place of incorporation and amount of Airdrop for you (which may differ from another User).
- 6.1.2 None of us or any VELIC Affiliate (including VEX and the Proxy) will have any obligation to notify you of the eligibility criteria for any Airdrop or the amount of Digital Assets you are eligible to receive prior to the execution of such Airdrop.

6.2 Delivery

Digital Assets subject to the Airdrop will be credited to your Account on a date and time as we may determine in our sole and absolute discretion without any prior notice to you. We will be not responsible for notifying you if and when any Digital Assets are credited to your Account

pursuant to an Airdrop.

6.3 Miscellaneous

Eligibility to participate in an Airdrop is not transferable, and no substitutions are permitted. Our decisions in relation to any matter pertaining to any Airdrop are final and conclusive, and we will not entertain any requests for appeal or review.

7. **STAKING SERVICES**

- 7.1 We may, at our sole and absolute discretion, provide validation services to Supported Blockchains, including, without limitation, producing and validating new blocks, endorsing, processing transactions, and securing the network (such services, “**Staking Services**”). “**Supported Blockchains**” means any blockchain for which we determine and perform Staking Services at our sole discretion and which is subject to change from time to time. Staking Services subject your Digital Assets to additional risks. By agreeing to participate in applicable Staking Services, you understand and agree that we are not responsible for losses of applicable Digital Assets you may incur related to the Staking Services.
- 7.2 We may, at our sole and absolute discretion, decide to distribute Digital Assets (“**Staking Rewards**”) arising from any applicable Staking Service. For avoidance of doubt, we are not in any way required to perform any Staking Service for any blockchain for any of the tokens we hold for you or for our own account, nor are we required to distribute any Staking Rewards from any performed Staking Services should we decide to perform such service. We may determine, at our sole and absolute discretion, the amount, if any, of the applicable Digital Assets which may be employed in the performance of the Staking Service, as well as the direction and casting of any votes and any other governing features/rights (as applicable) of any Digital Assets we hold for you or for our own account in any way we determine. Any Staking Rewards resulting from Staking Service are deemed to be our own assets, and any actual Staking Rewards distributed to you or any other User is distributed as a courtesy, and may be adjusted, cancelled or stopped at any time.
- 7.3 We may, at our sole and absolute discretion, determine any applicable fees with respect to any Staking Services and the resulting Staking Rewards, the eligibility criteria for each Staking Rewards, details of each Staking Rewards, the procedures (if any) for claiming Digital Assets in such Staking Rewards, which may include without limitation location and/or nationality / place of incorporation, and amount of Staking Rewards for you (which may differ from another User).
- 7.4 You shall be responsible for payment of all applicable taxes, if any, to which the distributed Staking Rewards might be subject and any and all other taxes which may apply to you; we make no representations in this regard. You agree to indemnify and hold us harmless against any taxes, including penalties, duties and interest levied by any government on the Staking Rewards distributed to you.

Annex 7

VELIC LOYALTY PROGRAM

1. RATIONALE

- 1.1 Recognizing User adoption and usage of the VELIC Platform to be cornerstones to the building of a successful ecosystem, the VELIC Loyalty Program has been introduced and targets encouraging usage of the Services.
- 1.2 The overview of the VELIC Loyalty Program as set out in the Whitepaper should be read in conjunction with the terms set out in this Annex.
- 1.3 The VELIC Loyalty Program may be extended to usage of other Services as and when such other Services are introduced.
- 1.4 You irrevocably and unconditionally agree that your participation in the VELIC Loyalty Program and any entitlement hereunder, shall be on and subject to the terms set out in this Annex, which we may amend from time to time at our sole and absolute discretion. All of our decisions in relation to any matter pertaining to the VELIC Loyalty Program, including but not limited to awards of any TMTRs (as defined in this Annex), shall be final and binding on you, and you accept all such decisions as final and binding.

2. MEMBERSHIP TIERS

The VELIC Loyalty Program on inception has two membership tiers namely, Level 1 (Non-Staking) Tier and Level 2 (Staking) Tier, as detailed below:

Membership tier	Admission criteria	Staking requirements
Level 1 (Non-Staking) Tier	You must hold a valid Account that has not been terminated or suspended pursuant to these Terms (" Level 1 User ").	Nil
Level 2 (Staking) Tier	You must hold a valid Account that has not been terminated or suspended pursuant to these Terms. You must stake (" Level 2 Staking ") at least 1 VELT Token (" Level 2 Minimum Stake ") in the form of VELA Token(s) (" Level 2 User ").	Level 2 Staking entails you staking VELT Tokens equal to or exceeding the Level 2 Minimum Stake in exchange for VELA tokens (on the basis of 1 VELT Token staked (" Level 2 Staked Tokens ") : 1 VELA token) (" VELA Tokens ") in acknowledgement of such transfer. The maximum duration that we will accept VELT Tokens for Level 2 Staking is 365 days and we will typically require 28 days (" Un-staking Period ") to release your VELT Tokens from staking.

		<p>Accordingly, whilst you will be able to choose the period for your Level 2 Staking, the period you choose plus the Un-staking Period cannot exceed the maximum staking period of 365 days.</p> <p>The period you choose for your Level 2 Staking plus the Un-staking Period is hereinafter designated as your “Level 2 Staking Period”.</p> <p>Kindly note that if you as a Level 2 User request for the Level 2 Staked Tokens to be released to you before the expiry of the Un-staking Period of 28 days and we in our sole and absolute discretion agree to such early release, only 70% of your Level 2 Staked Tokens would be returned to you with the remaining 30% of the Level 2 Staked Tokens accorded to and retained by us as administrative fees for effecting such early release at your request.</p>
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3. TRANS-MINING TRADING REBATES

3.1 Trans-mining trading rebates (“**Trans-Mining Trading Rebates**”, or “**TMTR**”) that you may receive under the VELIC Loyalty Program in relation to the use of the Exchange Services would depend on your amount of trading-related activity and your membership tier.

Membership Tier	TMTR
Level 1 (or Non-Staking)	<p>A Level 1 User would be accorded Level 1 User TMTR for each Relevant Period depending on the extent of such Level 1 User’s use of the Exchange Services computed as follows:</p> $\text{Level 1 User TMTR} = \frac{\text{User Relevant Period Exchange Fee}}{\text{Total Relevant Period Exchange Fee}} \times \frac{\text{Relevant Period VELT Tokens}}{\text{Trans-Mining}}$ <p>For the purpose hereof:</p>

	<p>(a) “Level User 1 TMTRs” means collectively, TMTR accorded to you as a Level 1 User, and each tranche being a “Level 1 User TMTR”;</p> <p>(b) “Relevant Period” means each 24-hour period, or such other period as we may determine in our sole and absolute discretion;</p> <p>(c) “Relevant Period VELT Tokens Trans-Mining” in respect of a Relevant Period, means the number of VELT Tokens indicated as the daily mining amount as we may determine in our sole and absolute discretion from time to time;</p> <p>(d) “Total Relevant Period Exchange Fee” in respect of a Relevant Period, means the BTC equivalent in value of all User Exchange Fees incurred by all Users using the Exchange Services during such Relevant Period; and</p> <p>(e) “User Relevant Period Exchange Fee” in respect of a Relevant Period and a User, means the BTC equivalent in value of all User Exchange Fees incurred by you in connection with your use of the Exchange Services during such Relevant Period.</p>
<p>Level 2 (or Staking)</p>	<p>Subject to your fulfillment of the Level 2 Trading Requirement, you would in respect of your Level 2 Staking Period be accorded TMTR (“Level 2 User TMTR”) (that is in addition to any Level 1 User TMTR that you may be entitled) in respect of each Relevant Period within such Level 2 Staking Period determined as follows:</p> $\text{Level 2 User TMTR} = \frac{\text{User Relevant Period Level 2 Staking}}{\text{Total Relevant Period Level 2 Staking}} \times \text{Rebate Factor} \times \text{Total Relevant Period Exchange Fee}$ <p>For the purposes hereof :</p> <p>(a) “Level 2 Minimum Trading Activity” means such volume of Token Exchange Orders calculated as follows:</p> $\text{User Exchange Fee Rate} \times \frac{\text{Your Level 2 Staked Tokens (in VELT Tokens)}}{\text{Your Level 2 Staking Period (in days)}} \times \frac{\text{Your Level 2 Staking Period (in days)}}{28 \text{ days}}$ <p>or such other trading activity as we may determine in our sole and absolute discretion from time to time;</p> <p>(b) “Level 2 Trading Requirement” means your achievement of Level 2 Minimum Trading Activity during your Level 2 Staking Period;</p> <p>(c) “Rebate Factor” means 70%, or such other factor as may be determined by VELIC in our sole and absolute discretion from time to time;</p> <p>(d) “Total Relevant Period Exchange Fee” in respect of a Relevant Period, means the BTC equivalent in value of all User Exchange Fees</p>

	<p>incurred by all Users using the Exchange Services during such Relevant Period;</p> <p>(e) “Total Relevant Period Level 2 Staking” in respect of a Relevant Period, means the aggregate Level 2 Staking of all Level 2 Users for such Relevant Period;</p> <p>(f) “User Exchange Fee Rate” means the average of the maker fee and taker fee, each as referred to in the Token Exchange Rules; and</p> <p>(g) “User Relevant Period Level 2 Staking” in respect of you and a Relevant Period, means your Level 2 Staking for such Relevant Period.</p> <p>The assessment of whether your Level 2 Trading Requirement has been fulfilled shall be conducted by us at the end of your Level 2 Staking Period or at such other time during your Level 2 Staking Period as we may determine in our sole and absolute discretion.</p> <p>If Token Exchange Orders are denominated in a Digital Asset other than VELT Tokens, then, for the purpose of determining whether your Level 2 Trading Requirement has been fulfilled, the VELT Tokens equivalent of such order volumes (based on such VELT Token to such Digital Asset exchange rate as we may determine in our sole and absolute discretion) shall be adopted.</p> <p>Our decision of whether your Level 2 Trading Requirement has been fulfilled by you during your Level 2 Staking Period, shall be final and binding on you.</p>
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3.2 TMTRs are typically awarded in the form of VELT Tokens. You acknowledge and agree that however, upon the advent of unforeseen circumstances outside of our control, including but not limited to, (a) unusual changes in the value of VELT Tokens due to various factors such as changes in operating policy, or (b) insufficient amounts of trading activity due to insufficient VELT Tokens liquidity in the market, or purchase volume, TMTR may be denominated in such other Digital Assets, including but not limited to BTC and ETH.

3.3 Distribution of TMTR shall be as follows:

- (a) the Level 1 User TMTR of a participating Level 1 User for a Relevant Period will be distributed to such Level 1 User on the day following such Relevant Period; and
- (b) the Level 2 User TMTR of a participating Level 2 User for a Relevant Period will be distributed to such Level 2 User on the day following such Relevant Period, provided that in the event such Level 2 User does not fulfill the Level 2 Trading Requirement:
 - (i) any Level 2 User TMTR distributed to such Level 2 User shall be returned to us; and
 - (ii) we shall also have the right to impose any restrictions and/or effect the set-off of any staked VELT Tokens or other Property (as referred to in the Paragraph 11 of these Terms entitled “Set-Off”) of such Level 2 User to recover the

distributed Level 2 User TMTRs to ensure that the Level 2 User does not retain any benefit of distributed Level 2 User TMTRs having not fulfilled the Level 2 Trading Requirement.

Annex 8

API TOOLS TERMS AND CONDITIONS

1. General

- 1.1 API Tools. These API Tools Terms and Conditions (the “**API Terms**”), which form part of these Terms, govern your use of any and all development applications provided by us, including our application programming interface and any accompanying or related documentation, source code, executable applications and other materials, and any other resources or services made available to you (collectively, the “**API Tools**”).
- 1.2 License Grant. Subject to the API Terms and these Terms, we grant you a limited, revocable, non-exclusive, non-transferrable and non-sublicensable license solely to use and integrate the API Tools and underlying content into your website and/or application (your “**Application**”) so that your Application can interface with the our Services.
- 1.3 Restrictions and Responsibilities. By using the API Tools, you agree to the following terms:
 - 1.3.1 Requirements. You agree to register for an Account and comply with the API Terms. Your access and/or use of the API Tools shall be deemed to be an acceptance of the API Terms. We may revise these API Terms at any time without notice you. If you continue to use the API Tools after any amendment of the API Terms, you will be deemed to have accepted such amendment; comply with all applicable laws, regulations, licensing requirements, and third party rights (including data privacy laws); represent and warrant that your Application, including the name of the Application and all content in your Application, does not and will not infringe the intellectual property rights of ours or any third party; to the extent that your Application collects, uses, stores, and discloses data from end users, disclose in your Application, how you collect, use, store, and disclose data collected from end users, as described in Section 1.6.2 of these API Terms; obtain prior written approval from us prior to releasing any statements, written media releases, public announcements and public disclosures, including promotional or marketing materials, relating to us or these API Terms; comply with additional verification procedures if your Application seeks permissions to transfer digital currency in an amount greater than predefined limits; and take steps to adequately secure your OAuth Token(s) or API Keys. You may not share your OAuth Token(s) or API Keys with any third party without our express prior written consent.
 - 1.3.2 Prohibited Conducts. You agree not to: copy, rent, lease, sell, sublicense, or otherwise transfer your rights in the API Tools to any third party alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create source code derived from the API Tools; cache, aggregate, or store data or content accessed via the API Tools other than for purposes allowed under these API Terms; use the API Tools for any Application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code; use the API Tools to encourage, promote, or participate in illegal activity, violate third party rights, including intellectual property rights or privacy rights, or engage in any Prohibited Use as defined in these Terms; use the API Tools in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise impacts the stability of our servers or impacts the behavior of other applications using the API Tools; display API Tools or our intellectual property, including logos, urls and trademarks in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than as expressly permitted in writing by us; or attempt to

cloak or conceal your identity or your Application's identity when requesting authorization to the API Tools.

- 1.3.3 Indemnification. To the extent permitted by law, you agree to defend, indemnify and hold harmless us, our affiliates and respective directors, officers, employees and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) your use of the API Tools in violation of these API Terms (b) your Application or the use of your Application that violates any applicable law or infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, or (c) your failure to secure and keep secret your OAuth Token(s) or API key(s).

2. Activities Subject to Additional Restrictions

- 2.1 Additional Prohibited Activities. You must not use the API Tools to create/offer an Application which is designed for or results in any of the following:

- 2.1.1 Provide International Remittance Services. Any Application which involves a service that provides for: (i) an international (cross border) transfer of funds from a sender to a recipient, (ii) without an underlying sale or other bona fide commercial purpose for the transfer.
- 2.1.2 Provide Digital Currency Exchange Services. Any Application which involves a business engaged in the exchange of digital currency for fiat currency, funds, or other digital currency and which accepts and transmits a convertible digital currency or buys or sells convertible digital currency for any reason.
- 2.1.3 Provide Banking or Other Licensed Financial Services. Application which either holds money for eventual payment or which offers or provides credit, either directly or as a broker or arranger between third parties, or any Application that would require licensing as a bank, money services business, or other financial service provider, or as an escrow service in the jurisdiction where the service's users reside.

3. Activities Subject to Additional Restrictions

As between us and you, the API Tools and all intellectual property rights therein and thereto are and will remain our sole and exclusive property and are protected by applicable intellectual property laws and treaties. You have no rights with respect to API Tools except as expressly set forth herein.

4. API Calls and Compliance

We, in our sole discretion, may set limits on the number of calls to our application programming interface that you can make. If you exceed these limits, we, in our sole discretion, may moderate your activity or cease offering you access to the API Tools. You agree to such limitations and will not attempt to circumvent such limitations. We may immediately suspend or terminate your access to the API Tools and/or your Account without notice if we believe, in our sole discretion, that you are in violation of these API Terms.

5. Updates and Support

We are under no obligation to provide you with support for or updates to the API Tools. We may elect to provide support or modifications for the API Tools, in our sole discretion, and may terminate such support at any time without notice. We may change, suspend, or discontinue the API Tools, in whole or in part, at any time.

6. Security and Privacy

- 6.1 Security. You will use all reasonable efforts to protect Customer Data (as defined below) collected by your Application, including any personally identifiable information (“**PII**”), from unauthorized access or use. In the event your systems or infrastructure that are used for storage, processing or hosting Customer Data are breached or compromised, or if Customer Data is inadvertently exposed to non-authorized third parties, you will notify us promptly of such breach or exposure including root cause, remediation steps, and compensating controls to ensure such breach does not occur in the future. You are responsible for providing customer notification required by the applicable law and you will bear any costs incurred by us resulting from your breach or exposure. You acknowledge that you are solely responsible for any personal injury or property damage arising from or relating to your use of any API Tools or any authorized or unauthorized use of your Application.
- 6.2 Privacy and PII. “**Customer Data**” means any and all technical information, PII, device usage information, or other information derived from access to or use of any of the API Tools, including data that relates to any end users of any of our products or Services or pertains to use of any of our products or Services by such end users. You acknowledge and agree that you are solely responsible for obtaining all required consents from end users in connection with any use of your Application and the API Tools, which consent will be compliant with all applicable data protection legislation and other privacy laws, rules, and regulations. Without limiting the foregoing, before collecting any Customer Data or other information from end users of your Application, you must provide adequate notice of what Customer Data and other information you collect and how it will be used and/or shared and obtain any necessary consents. You and your Application will comply with all privacy laws and regulations (including those applying to PII) in connection with your access and use of the API Tools. You will provide and adhere to a privacy policy for your Application that: (i) complies with all applicable laws, rules, and regulations, (ii) is conspicuously displayed to all end users of your Application, and (iii) clearly and accurately describes to end users of your Application what data and user information you collect (such as PII, login information, etc.) and how you use and share such information (including for advertising) with us and third parties. If a user requests of you or us to have any Customer Data that may be considered PII under any law, rule, or regulation throughout the world deleted, you agree to promptly honor the user’s or our request and to delete all such data and information from your servers and other assets, including back-ups, to the extent reasonably possible, or to anonymize all user data so it cannot be tied back to a user’s identity.
- 6.3 Data Use. You will not sell any Customer Data or disclose any Customer Data to any third party. Your Application may use Customer Data only as required for use and access to your Application by the end user to whom such Customer Data relates. You will not sublicense the Customer Data to any third party, and you will not use or disclose any information derived directly or indirectly from the Customer Data for any purpose other than as set forth above. Without limiting the generality of the foregoing, you will not use any part of the Customer Data to create a database separate from your Application or transmit all or part of the Customer Data to any third party for any use separate from your Application. Any use of Customer Data other than as expressly permitted by these API Terms is strictly prohibited.