REFERRAL POLICY

This Referral Policy outlines the terms (hereinafter referred to as “Terms”) under which individuals or entities (hereinafter referred to as “Referrer(s)” or “Business Introducer(s)”) may introduce potential clients to us (hereinafter referred to as “Service provider” or “Company”) for the promotion of its (“Services”) in exchange for commission payments.

SECTION 1. REFERRALS

1.1. During the Term, the Referrer will make Introductions of the Company to potential clients for purposes of promoting the Services to such potential clients. The Referrer will use its professional judgment as to the appropriateness of a particular introduction (recognizing that some Introductions may not be appropriate and engagement cancelation due to client misconduct or AML incompliance).

1.2. The Referrer agrees to conduct its business in a manner that will reflect favorably on the Services and to not do anything to harm reputation of the Company.

1.3. The Referrer agrees not to participate in any misleading, illegal, deceptive or unethical practices including, without limitation, disparaging the Services or other practices that may be detrimental to the Services or the Company.

1.4. The Referrer and potential client must successfully proceed verification procedure (AML KYB/KYC compliance) initiated by the Company. A Client which declines or failed AML KYB/KYC compliance check shall not be recognized by the Company for Introduction purposes.

1.5. The Referrer acting on behalf of the potential client must receive the respective approval from that client.

1.6. The Company will meet or conference and negotiate independently with a potential client after an Introduction with respect to a potential relationship and the terms applicable to such potential relationship. The Referrer may not object to any decisions made by the Company regarding the terms or conditions of a particular relationship entered into after an Introduction. Further, the Company will have sole discretion to enter into or not enter into an arrangement with a potential client.

1.7. Duties of Referrer.

1.7.1. Good faith. The Referrer shall serve the Service provider faithfully and diligently and shall not allow its interests to conflict with its duties under hereof.

1.7.2. Referrals. The Referrer shall use its best endeavours to make Referral of Prospective Clients agreed pursuant hereof.

1.7.3. Reports. The Referrer shall report in writing to the Service provider from time to time on progress made with Prospective Clients.

1.7.4. Compliance with instructions. The Referrer shall comply with all reasonable and lawful instructions of the Service provider.

1.8. Limited scope of authority.

1.8.1. No authority to bind. The Referrer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind the Service provider or its Associates in any way, and shall not do any act which might reasonably create the impression that the Referrer is so authorised.

1.8.2. No authority to contract or negotiate. The Referrer shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Service provider and its Associates, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with Prospective Clients.

1.8.3. Restriction on competing activities. The Referrer shall not, without the prior written consent of the Service provider, during the term of these Terms perform duties similar to making Referrals, on behalf of any person who provides services similar to the Services.

1.8.4. Obligation to disclose limits on authority. The Referrer shall disclose to each Prospective Client that it is affiliated with the Service provider and its Associates, and explicitly communicate that it has no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any contract on behalf of the Service provider.

1.8.5. Marketing material. The Referrer shall not produce any marketing material for the Service provider's and its Associates' services or use their name, logo or trade marks on any marketing material for the Services without the prior written consent of the Service provider and its Associates. Where the Service provider and its Associates give such consent, the Referrer shall comply with all instructions that the Service provider and its Associates make available regarding the use of their name, logo and trade marks.

1.8.6. Limits on representations. The Referrer shall not, without Service provider's and its Associates' prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in the Service provider's and its Associates' marketing material.

1.8.7. Consequential referrals. Where a Prospective Client is Referred by the Referrer, and the Prospective Client then introduces the Service provider and its Associates to a third party that purchases Services from the Service provider, the Referrer shall not, by virtue of such initial Referral, be deemed to have Referred the third party to the Service provider or its Associates.

1.9. For the avoidance of any doubts:

1.9.1. the Business Introducer does not have any authority to enter into any agreements, contracts or other business relationships with a Potential Introducer on behalf of the Company.

1.9.2. the Business Introducer is not appointed as tied agent for the purposes of promoting the Services, soliciting business or receiving orders from clients or potential clients and transmitting them, placing financial instruments and providing advice in respect of such financial instruments and services offered by the Company.

1.9.3. Each Party is an independent contractor. Nothing in this Terms shall constitute the creation, establishment or relationship of partnership, joint venture, or employer and employee between the Parties.

SECTION 2. COMPERNSATION PAYMENTS

2.1. During the Term, Company will pay Referrer a commission (the "Compensation") generated as a result of Introductions by Referrer

2.2. The terms and conditions of Compensation are specified in an Accession Agreement which may be concluded between Service provider and Referrer.

2.3. Unless otherwise agreed by the Parties the Compensation shall be paid within 30 days after introduction of the client by the Business Introducer and successful passing of the AML KYB/KYC by the client.

2.4. Unless otherwise agreed by the Parties the Compensation shall be paid to an account in the name of the Business Introducer. The Compensation shall be paid in digital assets and/or via wire transfer to the following bank account in the name of the Business Introducer.

2.5. The Compensation shall be considered complete consideration for all invoices duly paid by a client to the Company during the Term. Referrer shall be responsible for any and all income and other taxes (if applicable to it) in connection with its receipt of Compensation pursuant hereto and as an independent contractor of the Company. The Company will not be responsible for any expenses of the Referrer in the course of the performance of its obligations hereunder unless such expenses have been previously approved in writing by the Company.

2.6. The Service provider reserves the right to modify the Terns at any time. Such modifications may include, but are not limited to, changes in Compensation, payment terms, and referral procedures. Notwithstanding the above, the Service provider agrees to provide the Referrer

with written notice of any changes to Commission rates one (1) month in advance. The Referrer acknowledges and agrees that it is their responsibility to regularly review the Terms as posted on the Website. Continued participation in the Terms after any such modifications shall constitute the Referrer's acceptance of the new terms and conditions.

2.7. Taxes. All sums payable under hereof:

2.7.1. are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question;

2.7.2. shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payer is required by law to deduct withholding tax from sums payable to the payee. If the payer is required by law to deduct withholding tax, then the payer and the payee shall co-operate in all respects and take all reasonable steps necessary to:

2.7.2.1. lawfully avoid making any such deductions; or

2.7.2.2. enable the payee to obtain a tax credit in respect of the amount withheld.

SECTION 3. TERM AND TERMINATION

3.1. The Terms are valid until it will be amended and/or annulled by the Service provider by its own.

3.2. The Service Provider reserves the right to terminate the accession agreement with Referral and/or referral program and/or revoke this Referral Policy at any time, at its sole discretion, without prior notice.

3.2.1. After the termination date, no new Referrals will be accepted or considered eligible for compensation.

3.2.2. All commission obligations are limited to revenue actually received by the Company prior to the effective date of termination.

3.2.3. Commission payments, if any, will be calculated and paid only for qualifying Referrals whose invoices were fully paid before the termination date.

3.3. The Service Provider reserves the right to unilaterally withdraw from any Accession Agreement entered into with a Referrer, without prior notice or consent from the Referrer, including but not limited to the following circumstances:

3.3.1. At any time, at its sole discretion, without prior notice.

3.3.2. Breach of this Referral Policy by the Referrer.

3.3.3. Failure to meet AML/KYC/KYB compliance requirements;

3.3.4. Reputational, legal, or financial risks identified by the Company in relation to the Referral or client.

3.4. Following the termination of this Policy or any Accession Agreement:

3.4.1. The Service Provider shall have no obligation to compensate the Referrer for any damages, lost profits, expenses, or other direct or indirect losses.

3.4.2. The Service Provider shall not be liable for any further payments or commissions unless already accrued and payable as of the termination date.

3.5. The following provisions shall survive the Termination Date: Sections 4 (Representations and Warranties), 5 (Indemnification), 6 (Limitation of Liability), 7 (Confidentiality) and 8 (Miscellaneous).

SECTION 4. REPRESENTATIONS AND WARRANTIES

4.1. Each of Referrer and Company represents and warrants that: (i) it has the right to enter into this Terms; (ii) it is not a party to any agreement, contract, or understanding that would prevent, limit or hinder its performance ; (iii) during the Term, it will not enter into any contract, agreement or understanding which is in conflict or which would interfere with the

full and complete performance of any of the duties or grants hereunder; and (iv) it is not a party to any pending claims or litigation which might affect its performance of this Agreement.

4.2. The Referrer hereby represents and warrants to the Company that the Referral is:

- (In case of legal entity) a legal entity duly formed and validly existing in accordance with the Laws of the country of its incorporation;
- (In case of natural person) a citizen/resident in accordance with the Laws of the relevant country.
- The Business Introducer has the full power and authority to accept, deliver and perform the Terms.
- The Business Introducer's execution and performance of the Terms does not violate any provision of the applicable Laws or Business Introducer's constitutional documents or any agreement to which the Business Introducer is a party, or which is binding upon the Business Introducer.
- All information provided by the Business Introducer under the Terms is complete, true and correct and no part of it could be treated as misleading.
- The Business Introducer acts on its own behalf, for its account and not for, or in the interest of, any Third Party in giving the Company (no agency relationship).
- The Business Introducer is solvent. In relation to the Business Introducer there are (1) no bankruptcy signs stipulated by the effective laws; (2) no bankruptcy cases being considered by the court; (3) no decision on going to court with the request to acknowledge the debtor to be bankrupt is made by the agency, authorized pursuant to the Business Introducer's constituent documents to make decisions related to winding-up of the debtor; (4) no requests to acknowledge the debtor to be bankrupt are submitted to the court; (5) no bankruptcy proceedings initiated by the court; (6) no bankruptcy proceedings applied in bankruptcy cases are applied. The Business Introducer warrants that no decisions on reorganization or liquidation of the Business Introducer are made by its founders (participants) or any other body authorized pursuant to the constituent documents, as well as no court decisions on liquidation of the Business Introducer are made.
- There are no restrictions and limitations for the Business Introducer to do the Actions hereunder. The Business Introducer shall at its own expense comply with all applicable laws and regulations within the country of its incorporation as amended from time to time relating to its activities under this Terms, and with any conditions binding on it under any applicable licences, registrations, permits and approvals.
- There are no restrictions and limitations as well as sanctions of EU, USA, etc. which were enforced by relevant state authority and/or union and shall be affected on the Business Introducer's rights and/or obligations hereof.
- The Business Introducer is reliably, in accordance with the real facts of economic life and fully reflects all transactions for the purchase of goods, works, services from its counterparties in accounting, accounting and tax reporting.
- The Business Introducer has carefully studied and agreed with the current circumstances and possibility for occurrence of any obstacles and conditions, it has the possibility to perform its obligations in full scope in compliance with hereof.
- The Business Introducer has obtained all necessary corporate approvals and permissions as well as all permits and licenses (from shareholders as well as Board of directors) necessary for execution of the Terms and fulfilment of obligations hereunder.
- Execution and fulfilment of the Terms shall not cause any breach of any law or court ruling in effect as of the date of the Terms.
- Without the Company's prior written consent, the Business Introducer shall not be entitled to assign or otherwise dispose of its rights and obligations hereunder (including without limitation: pledge, contribute to the authorized capital of legal entities or otherwise encumber its rights and obligations hereunder). The Company shall have the right to refuse to provide

the Business Introducer with its consent for transfer of rights and obligations hereunder without giving any reason.

- All results, including knowledge, skills, documents, software, and other information obtained under this Terms, as well as the results of activities that will be obtained as a result of the execution of these Terms, are the exclusive property of the Company and under no circumstances can be transferred to third parties and / or used by the Business Introducer at its own discretion, including copied, used or incorporated into the activities of third parties without the prior written consent of the Company;
- It is not entitled to carry out competing activities (business) and/or similar parallel activities (business), which are provided for by these Terms during the entire period of its validity, as well as use the relevant results obtained under these Terms, within 3 (three) years from the date of termination of these Terms for the purpose of creation and/or managing of the competitiveness and/or similar business.

These warranties are considered repeated each time. In case of violation of these guarantees and representations, the relevant Party shall be liable for all documented damages in full and/or under the request of the interested party, reverse the performance hereof.

4.3. EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE MARKETING SERVICES PROVIDED TO THE OTHER PARTY AND OTHER OBLIGATIONS UNDERTAKEN HEREUNDER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF Referrer HAS BEEN INFORMED OF SUCH PURPOSE), OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, THE COMPANY DOES NOT MAKE ANY WARRANTY THAT THE QUALITY OF THE SERVICES PURCHASED OR OBTAINED BY A CLIENT AFTER A REFERRAL WILL MEET SUCH CLIENT'S EXPECTATIONS.

SECTION 5. INDEMNIFICATION

5.1. Each party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party"), its affiliates, and each of their directors, officers, employees, and agents from and against all claims, suits and proceedings and any and all related liabilities, losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") incurred by the Indemnified Party, relating to or arising out of the breach by the Indemnifying Party of any of its duties, obligations, representations or warranties under these Terms.

5.2. An Indemnified Party will (i) promptly notify the Indemnifying Party of any claim, suit, or proceeding for which indemnity is claimed (but the Indemnifying Party shall be relieved from liability only to the extent any delay in providing such notice prevents the Indemnifying Party from defending such claim, suit or proceeding); (ii) cooperate reasonably with the Indemnifying Party at the Indemnifying Party's expense; and allow the Indemnifying Party to control the defense or settlement thereof. The Indemnified Party will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

SECTION 6. LIMITATION OF LIABILITY

6.1. NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

6.2. A party's failure to bring a claim against the other party within one (1) year after the date on which the claiming party becomes aware of the existence of a potential claim, constitutes a waiver of such claim.

SECTION 7. CONFIDENTIALITY

7.1. Referrer and Company, and either party's affiliates, and their or their affiliates' officers, directors, trustees, employees, advisers, agents and other personnel, shall use at least the same care and discretion to prevent disclosure of Confidential Information (as hereinafter defined) of the other party as it uses with similar Confidential Information of its own that it does not desire to disclose, but in no event with less than a reasonable degree of care. Either party may use Confidential Information of the other party in order to carry out its obligations hereunder, but in doing so will only allow dissemination of Confidential Information internally on a need-to-know basis (provided such persons are first informed of the confidential nature of such information and directed to use or disclose it only as permitted herein). If either party must disclose any Confidential Information of the other party as required by law, then that party may make such disclosure after providing the other party with reasonable notice so that the other party may seek protective relief.

7.2. Nothing herein shall be construed as granting either party any property rights, by license or otherwise, to any Confidential Information of the other party, or to any invention or any patent, copyright, trademark, or other intellectual property right of the other party except as specifically provided for in these Terms. Neither party shall make, have made, use or sell any product or service or other item using, incorporating or derived from any of the other party's Confidential Information except as provided in this Terms.

7.3. The obligations under this Section will survive the Termination Date of Accession agreement and/or Terms, but Confidential Information that is not a trade secret will cease to be protected hereunder five (5) years after the Termination Date. On or before the Termination Date, each party will return to the other party all of that other party's Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all such other Confidential Information in that party's possession.

7.4. For purposes of this Section "Confidential Information" means (1) business or technical information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret (as defined under applicable law), of or about a party provided or made available by such party to the other party that is competitively or commercially valuable to that party and not generally known or readily available by legal means to others, and (2) information regarding the existence, content or status of the business relationship described herein. Confidential Information shall not include information which (i) at the time of disclosure, was published, known publicly, or otherwise in the public domain, (ii) after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the party receiving the Confidential Information, (iii) prior to the time of disclosure, is known by that receiving party or, after disclosure, is independently developed by that receiving party as evidenced by its written records, (iv) after disclosure, is made available to that receiving party in good faith by a third party who is under no obligation of confidentiality or secrecy to the party disclosing the Confidential Information, or (v) information agreed to be disclosed in accordance with this Section hereof.

SECTION 8. ARBITRATION AND GOVERNING LAW

8.1. Should a dispute arise out of or in connection with the performance of these Terms or any of its provisions (the "Dispute") the Parties shall endeavour to settle it by negotiation.

8.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

8.3. These Terms is governed by and shall be construed in accordance with the substantive laws of England and Wales.
8.4. The seat, or legal place, of arbitration shall be London (England).
8.5. The language to be used in the arbitral proceedings shall be English.

SECTION 9. ANTI-MONEY LAUNDERING PROCEDURES

9.1. For the purpose of verifying the Business Introducers and Client's identity and address certain documents will be required in order to proceed with the establishment of business relationship according to the requirements of AML Law. During the period of validity of these Terms the Service Provider is entitled to request from the Business Introducers and Client for any additional documents and/or information regarding its and/or its Authorized Persons, provided such documents and/or information is necessary for maintaining and updating of Business Introducers and Client's file and provided such request is compliant with the AML Law; in such case the Service Provider notifies the Business Introducers and/or Client that it shall submit the appropriate documents and/or information within 30 [thirty] calendar days.

9.2. If, within such 30 [thirty] calendar days period, the Business Introducers and/or Client informs the Service Provider in a written form that the requested documents are in the process of their preparation, such documents could be submitted within another 30 [thirty] calendar days period after such notification from was received from the Business Introducers and/or Client. Provided, nevertheless, that Service Provider must assess whether the time requested for preparation of such documents corresponds with the nature and complexity of such documents.

SECTION 10. COMPLIANCE WITH LAWS AND POLICIES

10.1. The Business Introducer understands that the Company may be authorised and in some circumstances may be regulated in the conduct of its activities, by the Authority and shall adhere at all times to Applicable Laws and Regulations. The Business Introducer understands, accepts and agrees that it will at all times ensure that none of its actions cause any actual or potential breach of the Applicable Laws and Regulations by the Company and undertakes to cooperate with the Company in any requests aimed at achieving or enhancing the Company's compliance with the Applicable Laws and Regulations.

10.2. The Business Introducer undertakes to cooperate, if required, with Authority, the Data Protection Commissioner and any other relevant authority in connection with the Services which it provides to the Company pursuant to this Agreement and to allow the Company, the Company's Compliance function or its internal or external auditors as well as Authority effective access to: (a) data (including all communications and all documentation in whatever mode or form) related to the Services which it provides to the Company pursuant to these Terms without withholding or delaying any such access or data; and (b) the business premises of the Business Introducer shall ensure that all communications in which it engages in the course of providing Services to the Company in accordance with the provision of these Terms (whether oral, written, electronic or otherwise and through whatever mode or medium) including in relation to Company are fair, clear, not misleading and not aggressive and that nothing in its communication or interaction with any Client, will be untrue, unfair, misleading or aggressive. The Business Introducer agrees and accepts that this will be the subject of assessment at regular intervals by the Company, as deemed appropriate by the Company at its sole discretion.

10.3. The Business Introducer undertakes to cooperate fully with the Company at all times and to provide all such documentation, records of communication as well as other information and clarifications that may be required by the Company in order to enable the Company to undertake such assessments. The Business Introducer shall not engage in any conduct which gives the impression that the regulated status of the Company applies to the Business

Introducer, or that the Services provided by the Company are provided by the Business Introducer.

10.4. When introducing Clients, the Business Introducer hereby undertakes not to refer any Client which it knows or believes or reasonably should have known or believed may be involved in any money-laundering or terrorist financing activities.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1. Entire Agreement. These Terms constitutes the entire understanding between the Parties and supersedes all prior agreements. The Service Provider shall have the right to unilaterally amend these Terms by providing the Client with written notice via electronic mail. The amended version of these Terms shall be deemed effective as of the date of its transmission to the Client.

11.2. Non-Assignment. Neither Party may assign these Terms without the prior written consent of the other Party. These Terms shall be binding upon and ensure for the benefit of the Parties and their respective legal representatives, successors, and permitted assigns.

11.3. Severability. If any provision of these Terms is found to be unenforceable, the remainder of these Terms shall continue in full force and effect, as if the unenforceable provision had been revised to the extent necessary to be enforceable.

11.4. Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under these Terms if such failure or delay is caused by events beyond the reasonable control of the affected Party, including but not limited to acts of God, natural disasters, government actions, changes in law or regulations, labor strikes, cyberattacks, exchange failures, or disruptions in financial or cryptocurrency markets ("Force Majeure Events").

11.5. Notification and Mitigation. The affected Party shall promptly notify the other Party in writing of the Force Majeure Event, specifying the nature of the event and its expected impact on performance. The affected Party shall take reasonable steps to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.

11.6. Suspension of Obligations. During the continuance of a Force Majeure Event, the obligations of the affected Party under these Terms shall be suspended to the extent they are affected by the Force Majeure Event.

11.7. Termination Due to Prolonged Force Majeure. If a Force Majeure Event continues for more than 30 days and prevents the affected Party from fulfilling its obligations, either Party may terminate these Terms by providing written notice to the other Party.

11.8. Section Headings. Headings in these Terms are included for convenience only and do not affect the interpretation of these Terms. These Terms are the result of arm's length negotiations and shall not be construed against either Party as the drafter.

11.9. Costs and Expenses. Each Party shall bear its own costs and expenses related to negotiating and executing these Terms, including legal and consultant fees.