PRIME XBT

COVESTING YIELD ACCOUNTS TERMS AND CONDITIONS

This Agreement defines the terms and conditions under which Prime XBT Trading Services LLC (hereinafter, **"Company"**) provides the Yield Account Services to its users (hereinafter, **"Clients"**).

Prime XBT Trading Services LLC, incorporated under the laws of Saint Vincent and the Grenadines, having its registered office at First floor, First St. Vincent Bank Ltd Building, James street, Kingstown, St. Vincent and the Grenadines (**"PrimeXBT"**, the **"Company," "Us," "Our"** or **"We"**), by and through https://primexbt.com (the **"Website"**), operates, hosts and monitors of the Yield Account Services (as defined below). PrimeXBT provides the Yield Account Services pursuant to, and in accordance with, the following terms and conditions (this **"Agreement"** or **"Terms of Use"**).

These Terms of Use are considered to be fully and unconditionally accepted by the Client (as defined below) once he/she registers and/or enters the Yield Account (as defined below) and/or while using of the Services (as defined below).

IMPORTANT NOTICE

PRIOR TO ACCESSING OR USING THE SERVICES, YOU (THE CLIENT) MUST INFORM YOURSELF OF AND OBSERVE ANY REGULATIONS APPLICABLE TO YOU. ACCESSING OR USING THE SERVICES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS AND ACTIVITIES UNDERTAKEN THROUGH THE SERVICES MAY BE SUBJECT TO SPECIFIC REGULATIONS OR REVIEW BY CERTAIN AUTHORITIES. A FAILURE TO COMPLY THEREWITH MAY RESULT IN SANCTIONS AS PROVIDED FOR IN THE CONCERNED REGULATIONS.

1. Terms and Definitions

• **Account** — means a Client's account accessible via PrimeXBT platform.
• **Client** (or **"You", "Your"**) means natural or legal person accepted by the Company as its client and to whom the Services will be provided by the Company under this Agreement via the Website and PrimeXBT platform.
• **Client Data** means all data, files and information that Client provides to PrimeXBT in the course of using the Services.
• **Client Funds** means the Cryptocurrency funds held by Client.

• **Cryptocurrency Wallet** — means digital wallets for Cryptocurrencies available to the Clients on their Account.

• **Staking** or **to Stake** means committing Cryptocurrency holdings via the Yield Account to third-party Staking Protocols.

• **Staking Rewards** means rewards received as a result of Your Yield and specified in Clause 2 (f) hereof.

• **Yield(s)** — refers to the Cryptocurrencies received as a result of Your participation in the Yield Program(s).

• **Staking Protocols** — refers to third-parties' programs of decentralized finance (DeFi) platforms and/or centralized (CeFi) platforms where Cryptocurrency Staking takes place on behalf of the Client through Yield Account Services and under these Terms of Use.

• **Yield Account Services, Covesting Yield Account Services** or **Services** means the services available to the Clients who open a Yield Account with PrimeXBT and which allows the Clients to Stake their Cryptocurrency holdings in exchange for a percentage of the Staking Rewards generated from Staking with Staking Protocols.

• **Yield Account (s)** means the account provided and technically operated by PrimeXBT for providing the Yield Account Services to the Clients.

Other terms and definitions are specified in the text below.

2. General

a. You will be able to transfer Cryptocurrencies from Your Cryptocurrency Wallet into the Yield Account in order to enable Staking with one of the Staking Protocols and use the Yield Account Services under these Terms of Use.

b. Staking Protocols are operated by separate third-party decentralized (DeFi) and centralized (CeFi) finance platforms and PrimeXBT has no control over such platforms.

c. Any instructions in relation to Your use of the Yield Account are transmitted by PrimeXBT to one of the Staking Protocols by virtue of its position as a technology provider.

d. PrimeXBT only acts as a platform allowing access to a variety of third-party Staking Protocols and provide Clients with related Services, such as accessing funds on behalf of such Clients, providing information about accumulated Yield, and distributing earnings, etc.

e. The Yield Account(s) may be made available by PrimeXBT to the Clients that fulfill the eligibility criteria specified in the General Terms and Conditions which can be found at https://primexbt.com/legal-terms.

f. While using the Services, the Client receives a corresponding portion of the Staking Rewards generated by the relevant Staking Protocol, provided however that PrimeXBT receives another portion of such Staking Rewards for providing the Services (to be determined by PrimeXBT at its sole discretion). You agree and understand that PrimeXBT does not guarantee that You will receive the Staking Rewards and that the applicable percentage of the Staking Rewards (i) is an estimate only and not guaranteed, (ii) may change at any time in PrimeXBT's sole discretion, and (iii) may be more or less than the actual Staking Rewards PrimeXBT receives from the Staking Protocols.

g. The Client hereby grants Us the right to the fullest extent that We may choose any Staking Protocol at Our own discretion in order to generate Staking Rewards. As such, You accept all the risks related to all Staking Protocols included into the Yield Account Services.

h. By using the Yield Account(s), You agree that You have read, understand, and accept all of the terms in these Terms of Use.

3. PrimeXBT'S rights and responsibilities

a. During the terms of these Terms of Use (as specified in Section 6 hereof), PrimeXBT will provide the Services to the Client in accordance with the provisions of these Terms of Use.

b. PrimeXBT will provide regular reports through the dashboard of the Account detailing the performance of each individual Staking.

c. In the event of the Force Majeure Event (as defined in Section 16 hereof), PrimeXBT may do one or more of the following (for the period of such Force Majeure Event, without holding any liability towards the Client): (a) suspend access to the Services; or (b) prevent You from completing any actions via the Services.

4. Client's responsibilities, risk disclosure

a. YOU UNDERSTAND AND AGREE THAT STACKING PROTOCOLS ARE OPERATED BY THIRD PARTIES. PRIMEXBT HAS NO CONTROL OVER THE PERFORMANCE OR NON-PERFORMANCE OF THE STAKING PROTOCOLS.

PRIMEXBT SOLELY ACTS AS A TECHNOLOGY PROVIDER TO INTERFACE WITH THE STAKING PROTOCOLS. THEREFORE, PLACING YOUR CRYPTOCURRENCIES INTO YOUR YIELD ACCOUNT IS AT YOUR SOLE RISK AND LOSSES INCURRED WILL BE SUFFERED BY YOU EXCLUSIVELY. YOU HEREBY WITHHOLD ANY CLAIM AGAINST PRIMEXBT FOR ANY LOSSES INCURRED OR UNREALISED GAINS RESULTING FROM YOUR PARTICIPATION TO A STAKING PROTOCOLS.

b. YOU UNDERSTAND AND AGREE THAT:

• YIELD ACCOUNT SERVICES RELY ON TECHNOLOGY WHICH IS OPERATED BY THIRD PARTIES WHICH DO NOT FALL WITHIN THE SCOPE OF CONTROL OF PRIMEXBT;

• PRIMEXBT IS NOT RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES WHICH MAY ARISE FROM OPERATIONS OR LOSS ON YIELD ACCOUNT(S);

• PRIMEXBT IS ONLY A TECHNOLOGY PROVIDER. THE ABILITY TO TRANSFER OUT CRYPTOCURRENCIES TO THIRD-PARTY STAKING PROTOCOLS THROUGH THE YIELD ACCOUNT SERVICES DOES NOT MAKE PRIMEXBT LIABLE IN ANY WAY.

c. In the event the Staking Protocols do not generate the expected revenues (Staking Rewards) and/or experience leaks or frauds or fork(s) in the Staking Protocol(s) and/or in the event the Staking Protocol(s) freeze(s) the Cryptocurrencies placed with the Yield Account, PrimeXBT reserves the right to freeze the Yield subscriptions and/or redemption of such Cryptocurrencies and/or to suspend the right to subscribe or redeem the Cryptocurrencies placed in the Yield Account. PrimeXBT shall in no event be held liable for potential losses incurred and/or gain unrealized and/or loss of value of the Cryptocurrencies placed in Your Yield Account in order to participate in the Staking Protocols.

d. You understand and agree that, in the event of loss suffered to Your Cryptocurrencies and/or unrealised gains and/or loss of value of Your Cryptocurrencies transferred to the Staking Protocols, PrimeXBT will be entitled to reflect such losses into Your Yield Account.

e. The Client will have the sole right to determine the time and the amount of the Client Funds which will be transferred to the Yield Account pursuant to this Agreement.

f. Withdrawals. You can at any time withdraw Your Cryptocurrencies from Your Yield Account to Your relevant Cryptocurrency Wallet provided that such withdrawal will

occur after (not earlier) 00:00 (UTC) on the next day following the day of Your request for such withdrawal. The relevant Staking Rewards may be applied (to the amount of such withdrawal by the Client) only in case of relevant harvesting which has been executed by relevant Staking Protocols as of the date of such withdrawal.

h. Taxes: The Client shall be responsible for payment of all applicable taxes, if any, to which any rewards or payments under this Agreement might be subject and any and all other taxes which may apply to such Client; PrimeXBT makes no representations in this regard. The Client agrees to indemnify and hold PrimeXBT harmless against any taxes, including penalties, duties and interest levied by any government on the abovementioned rewards and/or payments.

The tax treatment of certain transactions with any Cryptocurrency is uncertain, and it is Your responsibility to determine what taxes, if any, arise from these transactions. The Client is solely responsible for reporting and paying any applicable taxes arising from staking through PrimeXBT and all related transactions (e.g., any exchange or sale of Your Cryptocurrencies), and acknowledge that PrimeXBT does not provide investment, legal, or tax advice to You in connection with such election to participate. You should conduct Your own due diligence and consult Your advisors before making any investment decision including whether to participate in the Yield Account Services and related transactions.

YOU UNDERSTAND AND AGREE THAT YOU USE THE YIELD ACCOUNT AND THE SERVICES AT YOUR OWN RISKS. THIS CLAUSE IS NOT EXHAUSTIVE AND DOES NOT DISCLOSE ALL THE RISKS ASSOCIATED WITH AND THE USE OF THE SERVICES. THEREFORE, YOU ARE RECOMMENDED TO CAREFULLY CONSIDER WHETHER SUCH USE IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES, FINANCIAL POSITIONS AND APPLICABLE LAWS AND REGULATIONS OF YOUR COUNTRY OF RESIDENCE.
PRIMEXBT MAKES NO REPRESENTATION OR WARRANTY THAT THE YIELD ACCOUNTS ARE APPROPRIATE FOR USE IN ALL LOCATIONS, OR THAT THE TRANSACTIONS AND SERVICES DESCRIBED HEREIN ARE AVAILABLE OR APPROPRIATE FOR ENTRY INTO OR USE IN ALL JURISDICTIONS OR BY ALL PARTIES. YOU SHOULD INFORM YOURSELF AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE YIELD ACCOUNTS WITHIN ALL JURISDICTIONS APPLICABLE TO YOU. PRIMEXBT IS NOT RESPONSIBLE FOR TAX CONSEQUENCES TO YOU OF PARTICIPATING IN THE YIELD ACCOUNTS.

i. You acknowledge and agree that You shall access and use the Services at Your own risk. The risk of loss in trading Cryptocurrencies can be substantial. You should, therefore, carefully consider whether such use of the Services is suitable for You in light of Your circumstances and financial resources.

j. The Services offered under these Terms of Use involve significant risks. You hereby confirm that You have carefully and thoroughly read and understood all the risks specified herein and the list of risks specified in Annex 1 hereto. This list is not exhaustive. There may be additional risks that the Company has not foreseen or identified. The Company shall update the list contained in Annex 1 hereto, from time to time, considering the developments it becomes aware of. You hereby acknowledge that You have carefully assessed Your financial situation and risk tolerance, and as a consequence, You have conducted any additional research, or asked advice, as you may have deemed necessary to complete the information provided to You in Annex 1 hereto. You agree to assume responsibility for any of the risks specified in these Terms of Use and/or listed in Annex 1 hereto and any other risks, assumptions and decisions involved.

5. License grant; restrictions

a. Proprietary Rights. The Client acknowledges and agrees that this Agreement conveys no title or ownership rights to the Services. The Client does not acquire any rights in the Services, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to the Client are reserved by PrimeXBT. PrimeXBT retains all right, title and interest in and to the Services, including without limitation, all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof.

b. Restrictions. The Client will not, and will not permit any other third party to modify, reproduce, copy, reverse engineer, decompile, reverse assemble or otherwise attempt to discover the source code or algorithms for the Services and/or the Yield Account, or access the Services and/or the Yield Account in order to build a similar or competitive product or service. The Client will not, and will not permit any third party to use any device, software or routine to interfere with the proper function of the Services and/or the Yield Account. The Services and/or the Yield Account may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent content or

activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly.

6. Term & Termination

a. Term. This Agreement will commence upon the Client's acceptance to use the Yield Account Services as specified in Section 2 hereof.

b. Termination. Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after receipt of written notice describing the breach in reasonable detail.

In the event of any Force Majeure Event (as defined in Section 16 hereof), breach of these Terms of Use, or any other event that would make provision of the Services commercially unreasonable for PrimeXBT, We may, in Our discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of the Services. We may terminate Your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate Your Yield Account and all related information and files in such Yield Account without liability to You, including, for instance, in the event that You breach any term of these Terms of Use.

In the event of termination, PrimeXBT will attempt to return any Client Funds stored in Your Yield Account not otherwise owed to PrimeXBT, unless PrimeXBT believes You have committed fraud, negligence or other misconduct.

We may, in Our sole discretion and without liability to You, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of the Services.

c. You may close Your Yield Account and terminate these Terms of Use by providing written notice to Us, and upon receipt of such notice, a hold will be placed on Your Yield Account to allow any then pending transactions to clear. Following such notification, We may terminate Your ability to transact in Your Yield Account (and to use the Services) and only permit You to request a withdrawal of the remaining available Client Funds associated with Your Yield Account (subject to Clause 4(f) hereof). Closing Your Yield Account will not affect any rights and obligations incurred prior to the date of the Yield Account closure.

d. Effect of Termination. Upon termination or expiration of this Agreement: (i) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate, (ii) ii) each party will destroy all the Confidential Information (as specified below) and other materials of the other party in its possession and (iii) Clauses 5(b), 6(c), 7, 8(d), 9, 10 and 15, together with any payment obligations existing as of the effective date of termination, will survive.

7. Confidentiality

The parties hereof acknowledge that the terms of this Agreement will be confidential. The parties further acknowledge that, in the course of performing duties under this Agreement, each party may obtain from the other party data or information of a confidential or proprietary nature, including know-how and trade secrets, relating to the business, the affairs, the development projects, or current or future products or services of such party ("**Confidential Information**"). Data or information will be considered Confidential Information if: (a) a party has marked it as such; (b) a party, orally or in writing, has advised the other party of its confidential or proprietary nature, or (c) due to its character and nature, a reasonable person under like circumstances would treat it as confidential. Neither party will either (i) publish, disclose or otherwise divulge any of the other party's Confidential Information to any person, except its officers, employees or agents with a need to know who are under a contractual or professional duty to maintain the confidentiality of such information consistent with the obligations imposed hereunder; or (ii) permit its officers, employees or agents to divulge any of the other party's Confidential Information without the express prior written consent of the other party. The receiving party will protect the disclosing party's Confidential Information with the same degree of care that the receiving party protects its own information of a similar nature, but in no event less than reasonable care. Neither party will use the other party's Confidential Information except in the course of performing its duties under this Agreement. The foregoing obligations will not apply to any Confidential Information that (1) is already known to the receiving party; (2) is or becomes publicly known through no wrongful act of the receiving party; (3) is independently developed by the receiving party without benefit of the disclosing party's Confidential Information; (4) is received from a third party without similar restriction and without breach of any obligation of confidentiality; or (5) is required or reasonably necessary to be disclosed to comply with laws, statutes, regulations, orders, and other governmental rules. Additionally, neither party will be

prohibited from disclosing the terms and conditions of this Agreement to financial institutions when required to obtain financing or to a third party involved with a potential merger or acquisition (either as target or acquirer). The obligations of confidentiality described above will expire three years after the expiration or termination of this Agreement.

8. Representations & warranties

a. Representations and Warranties by PrimeXBT. PrimeXBT represents and warrants to the Client that: (i) it has the power and authority to enter into this Agreement, (ii) entering into this Agreement will not be a breach or violation of any other contract or agreement to which PrimeXBT is bound, (iii) it provides the Services using commercially reasonable care and skill in accordance with these Terms of Use.
b. Representations and Warranties by the Client. The Client represents and warrants to PrimeXBT that: (i) it has the power and authority to enter into this Agreement, and (ii) entering into this Agreement will not be a breach or violation of any other contract or agreement to which the Client is bound.
c. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 8, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF ACCESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
EXCEPT AS STATED IN THIS SECTION 8, THE SERVICES ARE PROVIDED TO THE CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ARE FOR COMMERCIAL USE ONLY. The Client understands that while PrimeXBT employs measures to ensure that the Services are accessible 24 hours a day/7 days a week, PrimeXBT cannot guarantee the uninterrupted or error-free operation performance of the Services or that PrimeXBT will correct all defects or prevent third party disruptions or unauthorized third party access. PrimeXBT warranties will not apply if there has been misuse, modification, damage not caused by PrimeXBT, failure to comply with any instructions provided by PrimeXBT.

9. Limitation of liability

a. ENTIRE LIABILITY OF PRIMEXBT FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED BY THE CLIENT, UP TO THE STAKING REWARDS ACTUALLY RECEIVED BY PRIMEXBT IN THE PRIOR 12 MONTHS WITH RESPECT TO THE SERVICES THAT ARE SUBJECT OF THE CLAIM, REGARDLESS OF THE BASIS OF THE CLAIM. PRIMEXBT WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR ECONOMIC CONSEQUENTIAL DAMAGES, OR LOST PROFITS, BUSINESS, VALUE, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. THESE LIMITATIONS APPLY COLLECTIVELY TO PRIMEXBT, ITS AFFILIATES, CONTRACTORS AND EMPLOYEES.
To the extent permitted by applicable law, We reserve the right to set-off any damages or amounts owed to Us by You for Your breach of these Terms of Use, Your indemnification obligations, or for Your other obligations under these Terms of Use and You expressly authorize Us to debit Cryptocurrencies from Your Yield Account or Cryptocurrency Wallet to account for such liabilities to us.
b. While PrimeXBT employs measures to ensure that the Yield Accounts are accessible 24 hours a day and 7 days a week, PrimeXBT cannot guarantee uninterrupted or error-free operation of the Yield Accounts or that PrimeXBT will correct all defects or prevent third-party disruptions or unauthorized third party access, including but not limited the occurrence of hacks, cyber-attacks, mining attacks, including but not limited to double-spend attacks, majority mining power attacks and selfish-mining attacks, distributed denial of services or errors, vulnerabilities or defects in accounts or wallets of the Clients, or any technology, including but not limited to smart contract technology. In the event of such disruptions, any Staked Cryptocurrencies may not be generating the relevant Staking Rewards.
In addition, PrimeXBT's network or the Services, including the PrimeXBT platform, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond PrimeXBT's control. Although PrimeXBT has taken steps against malicious attacks on its appliances or its infrastructure, which are critical for the maintenance of PrimeXBT platform and its Services, there can be no assurance that cyber-attacks, such as distributed denials of service, shall not be attempted in the future.

c. TO THE EXTENT PERMITTED BY LAW, PRIMEXBT DISCLAIMS ANY LIABILITY (CONTRACT OR TORT) FOR ANY LOSS OR DAMAGES RESULTING FROM ORDERS PLACED ON OR THROUGH THE SERVICES AND/OR THE YIELD ACCOUNT AND/OR CRYPTOCURRENCIES TSANSFERRED OUT TO THE YIELD ACCOUNTS.

d. IN ADDITION, PRIMEXBT DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THE SERVICES AND/OR THE YIELD ACCOUNT AND/OR PRIMEXBT PLATFORM AND/OR THE TRANSACTION EXECUTED THROUGH THE EXECUTION INTERFACE ON BEHALF OF THE CLIENT. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES AND TRANSACTIONS CARRIED OUT ON YOUR BEHALF REMAINS SOLELY WITH YOU.

e. YOU AGREE THAT NEITHER PRIMEXBT NOR ANY RELATED ENTITY NOR THIRD-PARTY SERVICE PROVIDERS IS/ARE RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY CLIENT OR FOR ANY SERVICE PROVIDED BY ANY CLIENT OR FOR THE TRANSACTIONS WHICH ARE EXECUTED ON YOUR BEHALF AND BASED ON THE ORDERS WHICH YOU PLACE ON THE ACCOUNT OR VIA PRIMEXBT PLATFORM OR VIA THE SERVICES. NEITHER PRIMEXBT NOR ANY RELATED ENTITY WILL BE LIABLE FOR ANY CLAIM OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY CLIENT OR SERVICES AVAILABLE ON THE WEBSITE.

f. Independent relationship. You acknowledge and agree that: (a) PrimeXBT is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to You by PrimeXBT shall be considered or construed as advice.

g. The Client irrevocably agrees that neither of the companies or persons (including but not limited to Covesting team) which may by the actual developers of any software or any of the software/hardware components of the Services and/or the Yield Account shall have any liability towards the Client while using by such Client of the Services and the Client agrees indemnify, defend and hold harmless such developers, its partners, agents, officers, directors and employees, from and against any loss, cost, expense, claim, injury or damage incurred due to third party claims arising from any breach by the Client of any representation, warranty, or provision in in this Agreement.

10. Indemnification

The Client agrees to indemnify, defend and hold harmless PrimeXBT, its partners, agents, officers, directors and employees, from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses) (collectively, **"Losses"**) incurred due to third party claims arising from any breach by the Client of any representation, warranty, or provision in this Agreement.

11. Relationship of parties

Neither this Agreement, the relationship created between the parties hereto pursuant to this Agreement, nor any course of dealing between the parties hereto is intended to create, or shall create, an employment relationship, a joint venture, partnership or any similar relationship. Each party is solely responsible for the payroll taxes, workman's compensation insurance, and any other benefits owed to their own employees.

12. Publicity

Neither party will issue any press releases or make any other public disclosures regarding this Agreement or its terms or the nature of the parties' relationship without the other party's prior written consent. Notwithstanding the foregoing, PrimeXBT may list the Client as a customer on its Website and in any marketing materials.

13. Assignment

You may not assign or transfer any of your rights or obligations under these Terms of Use without prior written consent from PrimeXBT, including by operation of law or in connection with any change of control. PrimeXBT may assign or transfer any or all of its rights under these Terms of Use, in whole or in part, without obtaining Your consent or approval.

14. Compiliance with laws

Each party shall comply, at its own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department or agency that apply

to or result from its obligations under this Agreement. If the Client receives any notice or becomes aware of any violation of any law, statute, rule, regulation or ordinance with respect to the Services hereof, the Client shall promptly notify PrimeXBT of such notice or violation.

15. Other terms

a. This Agreement (and any Annexes hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof.
We reserve the right to make changes or modifications to these Terms of Use from time to time, in Our sole discretion, by posting the amended Terms of Use via the Website and/or the. The amended Terms of Use will be effective immediately thereafter and Your use of the Services following the date on which such amended Terms of Use are published will constitute consent to such amendments.
b. This Agreement will be governed and interpreted in accordance with the laws of St. Vincent and the Grenadines. The parties hereof agree that the courts of St. Vincent and the Grenadines shall have exclusive jurisdiction to determine any proceeding under this Agreement.
c. No failure of either party to enforce any of its rights under this Agreement will act as a waiver of such rights.
d. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when sent by email to support@primexbt.com Notice will be effective on receipt.
e. Headings and captions are for convenience only and are not to be used in the interpretation of the Agreement.

16. Force majeure events

a. PrimeXBT cannot accept responsibility for any damage, loss, delay, or inconvenience caused to the Client by circumstances beyond our reasonable control, whether foreseeable or unforeseeable. Such circumstances, include but are not limited to:
(1) Act(s) of war or threat of war; or
(2) Riots, civil strife, or terrorist activity; or
(3) Industrial disputes, natural or nuclear disasters; or
(4) Fire, airport closures, bad weather conditions; or

(5) Interruption or failure of a utility service including lack of electricity; or

(6) The acts of any local or national government such as an imposition of economic sanctions; or

(7) Cyber-terrorism, cyber-attacks, hacking, bugs; or

(8) Nuclear disaster or explosion;

(9) Any epidemics or pandemics;

(10) Crypto market collapse or fluctuations;

(11) Lock-down(s); or

(12) Instances where the possibility to carry out the Services are materially and adversely affected under the Terms of Use, even though all reasonable precautions, due care, and reasonable alternative measures to avoid these instances have been taken to diminish the inability to perform such Services;

(13) technical problems, including hardware and software crashes and other malfunctions, blockchain network disruptions and failures, failure of the telecommunications or information services infrastructure, hacking, DDOS attacks, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures ("Force Majeure Events").

b. Neither We (nor any bank where Our deposit accounts are held or any of the providers) will be liable for Our failure to perform any obligations under this Agreement due to Force Majeure Events.

Annex 1

a. General risks associated to blockchain technology

You acknowledge that the risks related to Your use of the Services and the Yield Account (but are not limited to):

• through the use of Cryptocurrencies, risks and losses can be substantial and may occur over a short period of time;

• cryptocurrencies are generally not legal tender, and are not backed by a central bank, government or, in general, legal entities. This may increase price volatility of such Cryptocurrencies and exposes investors to a heightened risk of loss which may include the entire value of their investment in a Cryptocurrencies;

• legislative and regulatory changes or actions, both domestically and internationally, may adversely affect the use, transfer, exchange and value of Cryptocurrencies;

• regulation of blockchain networks and Cryptocurrencies is nascent but is likely to evolve significantly. The form of regulatory evolution is uncertain and may vary significantly across jurisdictions. New laws and regulations may inhibit the development and growth of Blockchain networks and the adoption and use of Cryptocurrencies which may have a material adverse impact on the value and liquidity of Cryptocurrencies;

• the value of Cryptocurrencies is highly dependent on public perception (bubbles, whether rational or irrational, loss of confidence). Variations in the latter may result in collapse in demand and thus losses. PrimeXBT cannot warrant that the value of Cryptocurrencies will not fall or collapse based on public perception, frauds, regulatory enforcement or market manipulation, fake news or any social media communication or any other event that is not relevant to PrimeXBT;

• blockchains underlying Cryptocurrencies may "fork", and We may not support the forked Cryptocurrencies promptly or at all. The occurrence of a fork would result in multiple versions of the blockchain network running in parallel, but with each version of Cryptocurrency, lacking interchangeability which may negatively impact the value and liquidity of such Cryptocurrencies;

• transactions in Cryptocurrencies are irreversible, and accordingly, losses due to fraudulent, hacked or accidental transactions will not be recoverable;

• some Cryptocurrency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you, or any other person, initiate the transaction;

• cryptocurrencies in each address are controlled by the private key of the holder of the address. If the private key is compromised or lost, the Cryptocurrencies in that address may be stolen or lost and otherwise unrecoverable;

• specific attacks are aimed at de-anonymizing addresses (for instance, dusting attacks) or otherwise compromising the security offered by the private key;

• cryptocurrencies may rely on source code which may contain flaws, bugs, defects or inconsistencies which could compromise the predictability, usability, functionality, stability and security of such Cryptocurrencies. In addition, source code modifications or updates may lead to unexpected or unintended outcomes which may adversely affect the utility or functionality of the Services or other Cryptocurrencies;

• blockchain networks underlying Cryptocurrencies may face governance issues which may significantly impact the market price of a Cryptocurrency;

• the Company does not own, govern, or control the underlying software protocols

of blockchain networks that govern the operation of Cryptocurrencies. In general, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. The Company is not responsible for the operation of the underlying network protocols, and does not make any guarantees regarding their security, functionality, or availability;

• the nature of Cryptocurrencies may lead to an increased risk of fraud or cyberattacks and may mean that technological difficulties experienced by a third party may prevent access to, or use of, Your Cryptocurrencies;

• blockchain networks may be the target of malicious attacks or 51% attacks seeking to identify and exploit weaknesses in the software or the protocol, including through the introduction of weaknesses and bugs into core infrastructure of the network and open source code which may result in the loss or theft of Cryptocurrencies.

b. Volatility Risks and Financial Losses

By using the Services, You acknowledge and understand the purpose and complexity of Cryptocurrencies, markets any systems based on distributed ledger technology, how their storage is carried out and how they are transmitted and how its full framework are significant and sufficient, and you shall assume responsibility for any of the risks listed in these Terms of Use and any other risks, assumptions and decisions involved.

You should ensure that You have appropriate financial resources to use of the Services and that You can bear any losses that may arise from Your using of the Services. You acknowledge that the Company does not provide any financial advice or any form of advice in relation to the Services.

You are also aware that the market may be highly volatile. Such volatility could be caused not only by the Company's operational performance or other events involving the Company, but also by changes in general conditions in the economy or the financial markets, and the fintech industry in particular.

There is also a high-risk of loss which may result from the coordinated purchase and/or sale of Cryptocurrencies which may result in an adverse effect on the prices of the Client Funds which are available within Your Account. You understand that the Company cannot predict or foresee the possibility of a coordinated purchase and/or sale carried out by an individual third-party or multiple third parties. Therefore, you will not hold the Company liable for any losses which may result from these instances.

The price and liquidity of Cryptocurrencies have historically been subject to high levels of volatility and significant price fluctuations and may continue to be subject to

such volatility in the future. Cryptocurrencies are relatively new products and technologies and their acceptance as a form of payment remains limited. In addition, a significant proportion of demand for Cryptocurrencies may be generated by speculators seeking returns based on price volatility. As a result, Cryptocurrencies are highly susceptible to a wide range of external factors which may have a disproportionately negative impact on the value of such Cryptocurrencies as compared with traditional assets.

The Company does not provide, nor can it control, the prices for the Client Funds. Market price of the Cryptocurrencies is influenced by a broad array of factors and can change rapidly and unexpectedly, meaning the value of those Cryptocurrencies, and Your related profits and losses on Your Client Funds can also change rapidly and unexpectedly.

Amongst other things, prices of Cryptocurrencies can be subject to gapping (where the price of the Cryptocurrencies opens significantly above or below the previous day's closing price) and slippage (where the price the Cryptocurrencies is executed at is different to the price to that which was quoted at the time the order was submitted), especially in periods of market volatility.

Market price and volume fluctuations are often experienced with regards to Cryptocurrencies. Such fluctuations as well as the economic situation of the financial markets may have a significant negative effect on the value of Cryptocurrencies, regardless of the operating results and the financial position of the Company. Fluctuations in the market price of Cryptocurrencies may result in a negative impact on the Cryptocurrencies.

c. Cyber security attacks

The Company cannot warrant that there will be no threats or security risks or hacks to the Account and/or the Yield Account and the servers within the Company which operate the Services and/or the Yield Account, its interface, the storage wallets of the Cryptocurrency.

The Company cannot warrant that there will not be interruptions to the Services due to failures of exchanges.

Code/password cracking or technical advances such as the development of quantum computers, could present a risk for all distributed ledger technology. This could result in the theft, loss, disappearance, destruction or devaluation of Cryptocurrencies. The Company cannot warrant that Your password will not be phished or cracked by third party. In such event, the Company shall in no event be

responsible for Your losses. You should never communicate Your password to third parties and/or save your password on computers or servers which are not fully secured.

The source code underlying the Cryptocurrency could be updated, amended, altered or modified from time to time. There can be no guarantee that such update, amendment, alteration or modification will not adversely affect the functionality of the Cryptocurrency.

The Company does not own or control the underlying software protocols which govern the operation of Cryptocurrencies. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. The Company is not responsible for the operation of the underlying protocols and makes no guarantee of their functionality, security, or availability.

Since blockchain is an independent public peer-to peer network and is not controlled in any way or manner the Company shall not be responsible for any failure and/or mistake and/or error and/or breach which shall occur in Blockchain or in any other networks in which the Cryptocurrencies are being issued and/or traded.

The Company may, in the event of a fork, freeze the exchanging of the Cryptocurrencies which are affected by this change in technology until the Client has decided as to which version of the protocol it will support. The Company may choose to not allow transaction for a Cryptocurrency which underwent a hard fork.

In the event of such a freeze, the Client will not be able to perform any transaction related to this Cryptocurrency. Such a freeze may occur after the hard fork has started to take effect. This could lead to significant uncertainties as to the market price of Cryptocurrencies which has been transferred immediately before the freeze has been implemented. Hackers or other groups or organizations may also attempt to interfere with wallets managed by the Cryptocurrency custodian through Sybil attacks, phishing, spoofing, smurfing, malware attacks, consensus-based attacks and attacks related to any change of control within the distributed ledger technology network.

It is important to understand these risks since the Company does not hold the Client Funds itself.

ALSO, BY USING THE SERVICES, YOU HEREBY UNDERSTAND AND ACKNOWLEDGE THAT ANY CRYPTOCURRENCIES THAT YOU PLACE ON YOUR ACCOUNT AND/OR ON YOUR YIELD ACCOUNT COULD BE TEMPORARILY HELD ON ANY OF THE EXCHANGES OR WITH A THIRD-PARTY SERVICE PROVIDER FOR

OPERATIONAL PURPOSES ONLY. BY USING THE SERVICES YOU HEREBY UNDERSTAND AND ACKNOWLEDGE THAT THE CLIENT FUNDS COULD BE AT A RISK BECAUSE OF HACKS OR SECURITY RISKS, WHICH COULD RESULT IN A THEFT OR LOSS OF ANY OF YOUR CRYPTOCURRENCIES.