

Terms and Conditions

HighBlock Limited("HighBlock")

The terms and conditions contain information important which apply to your dealings with us in relation to the Services (as defined in this document). You should read this document carefully and keep it for future reference. Different terms and conditions may apply in relation to specific services offered by us. Any such terms and conditions are additional to the terms set out in this document.

These terms together with the related account opening documents, the bitV exchange rules, any other relevant agreements into which the client and the company have entered and the rules contain important terms and conditions that collectively constitute the entire agreement on all accounts maintained between the client and the company.

Certain risks relating to virtual assets transaction and related services which HighBlock may in its absolute discretion provide to the client from time to time are described in these terms, in particular, in Part IV of this document. These terms do not disclose or discuss all of the risks, or other significant aspects, of conducting transactions or of the transactions conducted. The client should not construe these or any other statements as legal, tax or financial advice. We are not acting as the client's financial advisor and the client must not regard it as acting in that capacity. The client should consult his own independent professional advisor before entering into any transaction and only enter into a transaction if the client has fully understood its nature, the contractual relationship into which he is entering, all relevant terms and conditions and the nature and extent of the client's exposure to loss.

If you have any questions about this document, or in the event of any service difficulties or interruptions, please contact us using the details below.

PART I: GENERAL TERMS

1. Definitions and Interpretation

1.1. Definitions

These meanings apply unless the contrary intention appears:

Account (or ID) means any Client account established with, and maintained by, HighBlock in the Client's name in connection with any related services offered by HighBlock.

Affiliate means:

- (a) in relation to a corporation, partnership or any other form of legal entity, another entity or person that, directly or indirectly, is Controlling, Controlled by or under common Control with such entity; or
- (b) in relation to any individual, any of his Associates.

Agreement means the written agreement between the Client and HighBlock regarding the opening, maintenance and operation of the Account as amended from time to time, including but not limited to these Terms, the Rules, any document setting out the fees, costs, charges and expenses that may apply to any service provided by HighBlock, any Instruction and/or any Transaction, and any other rules, notifications, guidelines, terms or agreements designated by HighBlock to form part of the Agreement.

Agreed Communication Method means:

- (a) in respect of the Exchange Services, our Website for such services and (where applicable) the API;
- (b) in respect of the Brokerage Services, our Website for such services, (where applicable) the API and any other methods HighBlock designates as such from time to time; and
- (c) any other communication method as notified by us to you via our Website or otherwise in writing as being appropriate for entering into Virtual Asset Transactions.

Airdrop means the attempted distribution or distribution by a Virtual Asset network of any Virtual Assets to Virtual Asset addresses of a supported network.

AML/CFT Requirements means any applicable laws relating to anti-money laundering or counter-financing of terrorism.

Associated Entity means a company which:

- (a) is an "associated entity" defined under section 165 of the SFO;
- (b) is incorporated in Hong Kong;
- (c) holds a "trust or company service provider license" under the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615 of the Laws of Hong Kong); and
- (d) is a wholly owned subsidiary of HighBlock Limited.

Authorized Person(s) means those individuals who have been designated by or duly authorized by the Client pursuant to necessary corporate or other actions (which shall be evidenced by appropriate documentation delivered and acceptable to HighBlock) to act on the Client's behalf in connection with these Terms subject to the completion of the verification and other procedures in connection with AML/CFT Requirements with respect to such individuals by HighBlock;

Business Day means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong;

bitV means the Virtual Assets trading platform branded "bitV" which is operated by the Company.

Company means HighBlock Limited, a limited liability company incorporated in Hong Kong with company number 3331956.

Control means:

- (a) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint and/or remove all or such number of the members of the board of directors or other governing body of an entity or partnership as are able to cast a majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person; and
- (b) the holding and/or the possession of the beneficial interest in and/or the ability to exercise the voting rights applicable to shares or other securities in any person which confer in aggregate on the holders thereof more than 50% of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters,

and, "Controls" and "Controlled" shall be construed accordingly.

Costs includes costs, charges and expenses, including those in connection with networks or blockchains underlying a Virtual Asset and/or engagement of third-party service providers.

Dispute includes any dispute, controversy, difference or clam arising out or in connection with the Agreement or the subject matter of the Agreement, including any question concerning its formation, validity, interpretation, performance, breach and termination.

Eligible Virtual Asset means a Virtual Asset that:

- (a) has not been associated with a wallet address that is or has been blacklisted or otherwise identified by a Government Agency or relevant authority as being related to a breach or potential breach of the AML/CTF Requirements;
- (b) is not otherwise associated with suspicious or illicit activities, including the dark web or ransomware cases;
- (c) has no restrictions on its transfer, withdrawal or deposit (e.g. including restrictions due to "time lock" features); or
- (d) is otherwise deemed by HighBlock to be an Eligible Virtual Asset,

in each case, as determined by HighBlock, having regard to Applicable Laws, HighBlock's internal policies and any other relevant considerations.

Exchange Materials means the trading tools, marketing information and other materials available on or via the Exchange Platform.

Exchange Platform means the Virtual Asset exchange operated by us to facilitate Exchange Transactions.

Exchange Transactions means a Virtual Asset Transaction that is initiated and completed through the Exchange Platform.

FATF Guidance means any official guidance published by the Financial Action Task Force as applicable to Virtual Assets and/or Virtual Asset Service Providers, including without limitation the Guidance for a Risk-Based Approach to Virtual Assets and Virtual Asset Service Providers published by the Financial Action Task Force on 21 June 2019.

Fee Schedule means a schedule setting out the fees for the Services that is published on the Website and/or the App at bitv.com, and amended and updated from time to time.

Fiat Currency means any asset that is:

- (a) legal tender in a country or territory; and
- (b) customarily uses and accepted as a medium of exchange in its country or territory of issue;

in each case, as determined by HighBlock. Further, the use of any Fiat Currency in connection with the Services is subject to the approval by HighBlock.

Fork means any change in the operating rules of the underlying protocols of a Virtual Asset that may result in:

- (a) more than one version of that Virtual Asset; and/or
- (b) HighBlock holding an amount (which may be an identical amount) of Virtual Assets associated with each forked network,

in each case as determined by HighBlock.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Hot Wallet means the storage device for Virtual Assets that is connected to the internet.

Infrastructure Participant means any trading venue or other financial market infrastructure that facilitate the clearing, settlement, and recording of transactions relating to Fiat Currency or Virtual Assets.

Instruction means any communication which HighBlock deems as having been given by the Client or an Authorized Person in relation to a Transaction.

KYC means know your customer requirements under the Financial Crime Requirements.

KYC Documents means the documents we collect during the process of KYC for identification in accordance with the Financial Crime Requirements and in order to comply with taxation laws, such as the 6 Inland Revenue Ordinance (Cap. 223 of the laws of Hong Kong).

Loss means any and all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs, charges and expenses, each whether direct and indirect, as well as consequential, including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether by a third person or otherwise.

Market Data includes all open orders placed on the order book and all fills.

Network Event in relation to a Virtual Asset means any event (other than an Airdrop or Fork) in respect of the blockchain or the smart contract that underlies a Virtual Asset, which is beyond the control of HighBlock, and results in:

- (a) a loss of control or ownership by HighBlock or a third party of any amount of such Virtual Asset; or
- (b) Transaction records on the blockchain being altered, reversed or otherwise invalidated, whether by way of a fraudulent act or consensus, which shall include without limitation any double spending attack, 51-percent attack, or blockchain reorganization,

in each case, determined by HighBlock.

Network Participant means a person or entity who has the ability to cause the occurrence of a Network Event, including any group of persons or entities acting in concert.

OTC Platform means the off-exchange brokerage service platform offered by us to facilitate Virtual Asset Transactions, which may or may not be made available / accessible to you in our sole discretion, having regard to Applicable Laws, our internal policies and any other relevant considerations.

OTC Transactions means a Virtual Asset Transaction that is initiated and completed through the OTC Platform.

Privacy Policy Statement means our privacy policy statement for the Services that is published on the Website and/or the App at bitv.com , and amended and updated from time to time.

Professional Investor has the meaning given to that term in section 1 of Part 1 of Schedule 1 to the SFO.

Proscribed Address means:

- (a) any blockchain address that appears in a list of addresses with which dealings are proscribed by the United Nations or another Government Agency or relevant authority under applicable laws, or is part of a group of addresses that appears in such a list; and

- (b) without limiting the generality of this definition, an address stated on the United States of America Department of Treasury's Specially Designated Nationals list.

Proscribed Person means a person who appears to HighBlock to:

- (a) be in breach of any AML/CFT Requirements of any jurisdiction;
- (b) appear in a list of persons with whom dealings are proscribed by the United Nations or another Government Agency or a regulatory authority under applicable laws; or
- (c) act on behalf, or for the benefit of, any person described in paragraph (a) or (b).

Rules means all of the trading and operational rules and policies of HighBlock, as well as admission and removal rules and criteria and any procedures and requirements relating to HighBlock, as amended from time to time.

Services means the services that provide by HighBlock to the client from time to time that is expressed to be subject to the Agreement.

Sanctions means any economic sanctions laws, regulations, embargoes or restrictive measures imposed by the United Nations Security Council and/or Hong Kong, the United States of America, the European Union or its member states, South Korea, or any other jurisdictions selected for inclusion hereunder by HighBlock from time to time.

SFC means the Securities and Futures Commission of Hong Kong.

SFO means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any subsidiary legislation made thereunder as amended, extended, re-enacted, replaced or superseded from time to time.

Taxes means taxes, levies, imposts, charges and duties imposed by any authority (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, the overall net income of HighBlock.

Transactions means any transactions concerning the purchase, subscription, sale, exchange or other disposal and/or dealings in any and all kinds of Virtual Assets including (but not limited to) holding of Virtual Assets on behalf of the Client and the provision of nominee or custodian service therefor and other transactions effected under or pursuant to these Terms and any other Agreement.

Virtual Asset means a digital representation of value that can be digitally transferred, stored and traded, with or without conditions, and can be used for payment, investment or other purposes, as determined and approved by HighBlock from time to time for use in connection with the Services.

Virtual Assets may include digital representations of Securities that satisfy the Terms and Conditions for Virtual Asset Trading Platform Operators published by the SFC on 6 November 2019 (as amended from time to time), but do not include digital representations of Fiat Currencies.

For the avoidance of doubt, any Virtual Asset that:

- (a) is transferred on any additional layer on top of a blockchain relating to another Virtual Asset (or known as a “meta” layer) or any side chain; or
- (b) is a derivative of another Virtual Asset, has enhanced features or functionality that supplements or interacts with another Virtual Asset (such as a Virtual Asset that is “colored”),

is to be treated as a distinct Virtual Asset from such other Virtual Asset and its use in connection with the Services will be subject to approval by HighBlock.

Virtual Asset Service Provider means a natural or legal person that: (i) meets the definition given to such term under the FATF Guidance; (ii) complies with the FATF Guidance; and (iii) has a digital address that has been approved by us.

Virtual Asset Transaction means a transaction in or with respect to Virtual Assets that is an Exchange Transaction or OTC Transaction (if applicable), as applicable, by you that is initiated, negotiated and completed through our Services.

Website means the Company’s website, currently being www.bitv.com.

You or Your means the person(s) named as the applicant(s) during Registration and, where the context permits, includes any Authorized Person.

1.2. Interpretation

Unless the contrary intention appears, a reference in these Terms and Conditions to:

- (a) a document (including these Terms and Conditions) includes any variation or replacement of it;
- (b) a person includes an individual, a body corporate, a corporation, a firm, association, partnership, joint venture, organization, institute, trust or agency, whether or not having a separate legal personality;
- (c) references to clauses and sub-clauses unless otherwise stated are to clauses and sub-clauses of these Terms and Conditions;
- (d) the headings to the clauses are for convenience only and do not affect their interpretation and construction;
- (e) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) words denoting the singular include the plural and vice versa;
- (g) words importing any gender include every gender and references to persons include companies and corporations or any Government Authority;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, the Agreement or any part of it;

(i) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

(j) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

(k) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

(l) Hong Kong dollars, HK\$ or HKD is a reference to the lawful currency of Hong Kong;

(m) United States dollars, dollars, US\$, USD or \$ is a reference to the lawful currency of the United States of America;

(n) unless expressly otherwise specified in writing, a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;

(o) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) the words "include", "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

(q) time is a reference to Hong Kong time;

(r) "property" or "asset" includes any present or future, real or personal, tangible or intangible property, asset or undertaking and any right, interest or benefit under or arising from it; and

(s) anything (including any amount or Service) includes each part and/or feature of it.

- 1.3. Nothing in these Terms and Conditions shall require the client or HighBlock to act otherwise than in accordance with Applicable Law.
- 1.4. Any documents (including hyperlinks) referred to in these Terms and Conditions shall form part of these Terms and Conditions.
- 1.5. If an act under these Terms and Conditions to be done by a party on or by a given day is done after 5.30 pm on that day, it is taken to be done on the next day.
- 1.6. If an event under these Terms and Conditions must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
- 1.7. Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Client Terms and Conditions.

2. Terms and Conditions

- 2.1. These Terms and Conditions set out the terms and conditions that apply to your use of the Website and/or the App, the Services and your Account.

- 2.2. These Terms and Conditions shall apply to all Services provided by us with or for you. These Terms and Conditions shall supersede any prior agreements between us and you covering the same subject matter (if any).
- 2.3. By using the Website and/or the App, the Services and/or instructing us to conduct your Virtual Asset Transactions for you or to provide Services to you, you will be deemed to have agreed and accepted the Agreement, including these Terms and Conditions, which will therefore become legally binding on you. If you do not so agree, you must refrain from conducting any Virtual Asset Transactions.
- 2.4. These Terms and Conditions disclose and discuss some, but not all of the risks, or other significant aspects, of conducting transactions or of the transactions conducted. You should not construe these or any other statements as legal, tax or financial advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.
- 2.5. These Terms and Conditions comprise the General Terms, the Service-Specific Terms and the Additional Terms.
- 2.6. In the event of any conflict or inconsistency between any terms of the Agreement, the Agreement shall be construed, interpreted and applied so as to give effect to its express terms in the following order of precedence so that the later mentioned document shall prevail notwithstanding any term or aspect of a first mentioned document, to the extent of the inconsistency:
 - (a) these Terms and Conditions
 - (d) any Approval and/or Confirmation;
 - (e) Fee Schedule.

3. Relationship and Services

- 3.1. By agreeing to and accepting the terms of the Agreement and using any of our Services, you will be treated as our “client” for regulatory purposes under the SFO.
- 3.2. Subject to the Custodial Arrangements, you agree and understand that nothing in the Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; or be deemed to have created, implied or otherwise treated us as your agent, trustee, fiduciary or other representative. The rights and obligations of you and us shall be limited to those expressly set forth in the Agreement. Except for the indemnity and exculpation provisions contained in the Agreement, nothing expressed in, mentioned in, or implied from the Agreement is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect of the Agreement to enforce any of its terms and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of the parties.

- 3.3. You are responsible for your decisions in relation to your Account, Virtual Assets, and Virtual Asset Transactions, including whether to enter into the Agreement, use any of the Services or enter into any Virtual Asset Transaction.
- 3.4. None of our employees or our agents have any authority to make representations about anything in connection with the Agreement. Subject to Applicable Law, we are not liable for any Loss arising from any employee or agent acting without authority.
- 3.5. You acknowledge and agree that:
- (a) may use third-party service providers, such as exchanges, brokers and custodians, at our discretion in order to provide the Services from time to time;
 - (b) may be unable to provide a Service if the services of appropriate third party service providers are not available on commercially reasonable terms; and
 - (c) are not liable for the acts, omissions or unavailability or any Losses sustained in connection with the use of such third-party service providers, provided that we exercise reasonable care in their selection.

We agree to undertake appropriate due diligence before the appointment of any third-party service providers, as well as ongoing due diligence at regular intervals, in respect of the ongoing engagement of appointed third-party services providers. Such due diligence will be in accordance with our internal policies and procedures.

- 3.6. Our activities in connection with the Services are non-exclusive. Subject to Applicable Law, we may transact with, and provide services to, such other persons as we, in our absolute discretion, deem fit and will be duly paid or compensated.

Unless required by Applicable Law, we are not liable or under any obligation:

- (a) to account to you any benefit received by us for dealing with, or providing services to, others; or
- (b) disclose to you any fact or thing which may come to our notice in the course of dealing with, or providing services to, others or in the course of our business, in any other capacity or in any manner whatsoever.

We and other Group Members may take proprietary positions or undertake proprietary activities, including hedging transactions related to Virtual Asset Transactions with you, which may affect the market price, rate or other market factors underlying a Virtual Asset Transaction and consequently the value of a Virtual Asset Transaction

4. Accounts

4.1. Establishing Account for the Services

In order to provide Services to you, we may open an Account in your name or otherwise in respect of you. To open and maintain an Account with us and access Services, you must:

- (a) complete an applicable Application as requested by us; and
- (b) provide such information as we reasonably request. The information that you provide must be complete, accurate and up-to-date.

We have the sole discretion as to the opening, operation and closure of the Account. Without limiting the terms of the Agreement, we may, at any time, without liability:

- (a) vary, suspend or close an Account;
- (b) specify or vary the scope and extent of the Account and Services;
- (c) prescribe the types of Services and/or Virtual Assets supported in respect of the Account;
- (d) set or vary any limit regarding the Account or Services; and/or
- (e) restrict or impose conditions or limits on the Account.

You may not hold more than one Account with us. Subject to our discretion and operational requirements, we may provide you with a sub-Account in respect of each type of Service that we offer.

Any Account is established and maintained by us for the sole purpose of providing the Services and recording relevant Fiat Currency and Virtual Asset movements. In no circumstances should any Account be interpreted as a banking service, or a stored value facility, of any kind.

4.2. Account requirements

In addition to any other requirements that we may impose from time to time, you must:

- (a) have full legal capacity at all material times;
- (b) be, and remain at all material times, a Professional Investor;
- (c) promptly supply such information, documentation and authorization as required by us in order for us to carry out all necessary “know your customer” checks and comply with AML/CTF Requirements and other Applicable Laws; and
- (d) promptly notify us in writing of any change in any information, documentation or authorization provided to us, and submit evidence or supporting documents of such change.

We reserve the right in our absolute discretion to refuse any Application, or the designation of any person to operate the Account, and we may not give you any reasons for that refusal.

4.3. Account details and access

We may issue you with a username and password, or other appropriate log-in details or access method for your Account, including two-factor authentication.

You are responsible for keeping your log-in details or access method confidential so that your Account cannot be accessed or used without your permission.

You must comply with any specifications that we make in relation to your access to the Services, Website and/or any Agreed Communication Method. This includes with respect to any authentication and other security procedures, including two-factor authentication.

4.4. Account managements

Subject to this Agreement: (i) you may transfer Virtual Assets and Fiat Currency to us for the purpose of accessing Services, in accordance with the instructions provided on the Website; and (ii) we will record, in an Account, any amounts of Fiat Currency or Virtual Assets received by us for your account in connection with the Services, and for such purpose, (x) any Fiat Currency will be received by us if it is received in immediately available funds and credited to the bank account designated by us; and (y) any Virtual Assets received by us will be rounded down to the nearest eight (8) decimal places.

Only Eligible Virtual Assets are permitted for use in connection with the Services. We retain sole discretion to determine when and if a Virtual Asset is an Eligible Virtual Asset, and you acknowledge and understand that such determination may take significant time, and that we are under no obligation to provide you with any reasons in respect of any determination.

You must not attempt to transfer: Virtual Assets or Fiat Currency to us unless:

- (a) you are the lawful owner of such Virtual Assets or Fiat Currency, or otherwise have the absolute right to sell, assign, convey, transfer and deliver the Virtual Assets or Fiat Currency;
- (b) they are transferred in compliance with AML/CTF Requirements and FATF Guidelines, and are otherwise lawful;
- (c) they are free of any Encumbrance; and

anything else to us other than Virtual Assets or Fiat Currency.

We may make payments from an Account without any express instructions from you, and you authorize us to make such payments in accordance with clauses 7 and 9.

You may request us to transfer:

- (a) Fiat Currency recorded in your Account to an external bank account in your name; and
- (b) Virtual Assets recorded in your Account (rounded down to the nearest eight (8) decimal places) to an external digital address that is compatible with the relevant Virtual Asset and that is controlled by you or a Virtual Asset Service Provider,

in accordance with the instructions provided on the Website, and subject always to our discretion to accept or reject Instructions.

It is your responsibility to ensure that you provide us with the correct bank account and digital address details. For example, if you provide us with incorrect digital address details, or if you are unable to access the digital address provided, your Virtual Assets may be permanently lost.

4.5. Joint account holders

If an Account is established for more than one person:

- (a) each of you may operate the Account independently of the other(s), but not simultaneously;
- (b) you will each be jointly and severally bound by the Agreement;
- (c) we may accept for transfer to us any cheque or other negotiable instrument payable to any one or more of you; and
- (d) if one of you no longer has legal capacity, the Account will be closed and any balance will be paid by us to the remaining person(s).

4.6. Account operating authority – Authorized Persons

Where you appoint an Authorized Person to perform any act under the Agreement, you must give us account operating authority details for all Authorized Persons.

We will act on, and in accordance with, the account operating authority until you vary (by removing or adding Authorized Persons) or cancel it.

If you want to vary the account operating authority by changing either the Authorized Persons or the method of operation, or cancel the authority, you must give instructions in writing to us. On receipt of the instructions, we will vary or cancel the authority. The variation or cancellation becomes effective within a reasonable time after we accept your instructions and we will notify you once the variation or cancellation is effective and its effective date. If there is more than one Account holder:

- (a) all of you must authorize adding an additional person as an Authorized Person; and
- (b) any of you may cancel an additional person's authority to be an Authorized Person.

We rely on any instructions given or purported to be given by an Authorized Person in accordance with the authority.

4.7. Maintaining standards in operating the Account

When accessing and operating the Account, you must:

- (a) ensure that your systems are maintained in good order and are suitable for use with the Account;
- (b) maintain adequate security measures (including any two-factor authentication) over your systems so as not to permit anyone other than you or your Authorized Persons from accessing your Account;
- (c) run any such tests and provide any information to us as we may reasonably request to establish that your systems satisfy the requirements to access the Account;
- (d) carry out virus, rootkit, keylogger and other malware checks of your systems on a regular basis (including any specific virus or malware detection programs as required by us from time to time);
- (e) inform us immediately of any unauthorized access to your Account or any unauthorized transaction or Instruction and, if within your control, cause such unauthorized access or use to cease;

- (f) not at any time leave unattended any system, telephone, computer, terminal or mobile device from which you are able to access your Account; and
- (g) if you become aware of any material defect, malfunction, malware, virus or other such deficiency in the Account, notify us immediately of such deficiency, and cease to use the Account until you have been notified that such deficiency has been rectified.

In addition to any other rights under this Agreement, we may suspend, terminate and/or replace your Account at any time and without notice to you if we believe this is necessary or desirable to enable us to comply with Applicable Law.

4.8. Return of Fiat Currency and/or Virtual Assets

We may, at our discretion, upon the passage of an applicable time period determined by us or as otherwise required by Applicable Law, FATF Guidelines or our internal policy, return:

- (a) any Fiat Currency recorded in your Account to an external designated bank account in your name; and
- (b) any Virtual Assets recorded in your Account (rounded down to the nearest eight (8) decimal places) to a designated external address that is compatible for the relevant Virtual Asset and under your control, as last notified to us in writing, provided that the return to such account or address is consistent with Applicable Law, FATF Guidelines and our internal policy.

If we receive Virtual Assets which are determined not to be Eligible Virtual Assets, upon our request, you shall provide us with an external address under your control. Subject to Applicable Law, FATF Guidelines and our internal policy, we will return the assets received to an external address that is compatible for the relevant Virtual Asset and under your control as last notified to us in writing.

To the extent permissible under Applicable Law, we reserve the right to deduct a fee or other administrative charge in respect of the return of any Fiat Currency or Virtual Assets.

5. Virtual Asset Transactions

- 5.1. To enter into any Virtual Asset Transaction, you must comply with the Agreement and any Applicable Law. Depending on the Virtual Asset Transaction to be entered into, you must observe the processes and requirements outlined in the applicable Service-Specific Terms set out at Part 2, or as otherwise specified by us in writing. You must also comply with any applicable rules and directions issued by us from time to time in respect of the applicable Service.
- 5.2. You must issue an instruction or acceptance of the relevant terms via the Agreed Communication Method from time to time whenever you wish to enter into a Virtual Asset Transaction. You are bound by the terms of the Virtual Asset Transaction from the moment you issue your Instructions or acceptance of the relevant terms, unless you successfully cancel the Virtual Asset Transaction (to the extent you are able or permitted to do so as part of the Services).

5.3. In the event that a Virtual Asset that was previously qualified as an Eligible Virtual Asset no longer meets the eligibility criteria, we reserve the right to impose trading limitations on such Virtual Asset. These trading limitations may include:

- (a) Temporarily or permanently halting the trading of such Virtual Asset; or
- (b) restricting you to selling your positions only.

You shall bear all risks, liabilities and Losses as suffered by you as a result of the above trading limitations.

5.4. Unless you are an Institutional Professional Investor or a Qualified Corporate Professional Investor, prior to engaging in any transactions involving Complex Products, you agree to carefully read all warning statements published on the Website and/or the App related to such Complex Products. By proceeding with any such transactions, you acknowledge that you have read and understood these warning statements and that you assume all risks associated with engaging in such transactions.

5.5. In the event that any Virtual Assets in your Account are determined not to be Eligible Virtual Assets or Eligible Fiat Currency, you must substitute the assets in your Account with Eligible Virtual Assets and/or Eligible Fiat Currency before you can enter into, or otherwise discharge your delivery obligations under, a Virtual Asset Transaction.

5.6. You shall be liable to us or any other Group Member for any Losses that we or any other Group Member suffer resulting from your failure to pre-fund the Account.

5.7. You are solely responsible for:

- (a) the entry and performance of such obligations on your part under any Virtual Asset Transaction and any agreement arising under or in connection with that Virtual Asset Transaction when using our Services;
- (b) complying with all notification requirements and other reporting obligations relating to the Virtual Asset Transactions under Applicable Law;
- (c) having in place controls to prevent unauthorized access or changes to your Account and Virtual Asset Transactions; and
- (d) having in place adequate arrangements to monitor any orders or Instructions entered through our Services.

5.8. You understand and acknowledge that unless you are an Institutional Professional Investor or a Qualified Corporate Professional Investor, you may be prevented from entering into a Virtual Asset Transaction if such actions would cause you to exceed an applicable limit and/or controls that we have imposed on you relating to trading, positions, transfers of Fiat Currencies and/or Virtual Assets, and that:

- (a) such limits and/or controls may be imposed by us at any time, according to our evaluation of your financial situation and personal circumstances, without prior notice and without giving reasons;

- (b) we may monitor your positions against the limits or controls, and we will have no responsibility for monitoring or ensuring your compliance with any limits imposed on your trading activities by you or by Applicable Law;
 - (c) we may decline to act on instructions and/or execute a Virtual Asset Transaction. We may also suspend your access to the Services, require you to take certain steps, or take any other action that we consider appropriate in the circumstances to comply with Applicable Law or any limits set by us; and
 - (d) you remain responsible for ensuring compliance, and complying with, any limits imposed on you and any Applicable Law, and you shall indemnify us against any Loss as a result of your breach of any limits or controls imposed by us if such limits or controls are notified to you at the time that they are imposed.
- 5.9. We are entitled to take an appropriate amount of time to consider, verify or block a Virtual Asset Transaction, if you or any other person or entity in connection with the Virtual Asset Transaction becomes a Proscribed Person, or upon the occurrence of a match on our sanction filters.

6. Instructions

- 6.1. You acknowledge that you:
- (a) authorize us to accept Instructions from you or any Authorized Person. You confirm that each Authorized Person has the power to give Instructions on your behalf. You will, and will procure that each of your Authorized Persons will, comply with any requirements we reasonably impose in relation to the Instructions and any Applicable Law;
 - (b) agree that we may assume the authenticity of any Instructions given or purportedly given by you or any Authorized Person, or that any person claiming to be your authorized representative is in fact that person. We are not obliged to enquire into any of these matters;
 - (c) authorize us to act upon any Instruction that we believe to be authentic and valid. We may conclusively rely on the Instructions if we believe that the Instructions were given by you or your Authorized Person and are duly authorized, accurate and complete, even though this is incorrect and even if you send us further communications that differ in any respect from such Instructions; and
 - (d) are responsible for ensuring the accuracy and completeness of the Instructions. You acknowledge and agree that once given, an Instruction cannot be revoked and if acted on by us, the Instruction will be binding on you.
- 6.2. To the extent applicable, you acknowledge that all Instructions given (and our records of those Instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis that they are in electronic form.
- 6.3. Subject to Applicable Law, we shall not be under any duty to assess the prudence or otherwise of any Instruction.

- 6.4. You may provide Instructions through the Agreed Communication Methods that apply to the relevant Service. Subject to our discretion to reject any Instruction, all Instructions given are only valid and effective if received by us within the Trading Hours on the days the relevant Service is available. However, we do not guarantee that any of the Instructions will be processed even though they may have been received. We use our reasonable endeavours to execute the Instructions, but we do not guarantee that the Instructions will be wholly or partially executed or will be executed by a certain time. We are not responsible for any delays due to a Force Majeure Event, a Network Event, market factors, our own verification or authorization processes or any other reason whatsoever, nor for executing a Virtual Asset Transaction before processing any cancellation or amendment that you may send to us.
- 6.5. We agree to acknowledge your Instructions in relation to the entry into a Virtual Asset Transaction, through the Agreed Communication Method. If we do not acknowledge your Instructions under this clause, that Instruction is deemed not to have been received by us.
- 6.6. We may, at our sole and absolute discretion and without giving any reasons, refuse to carry out or delay to act on any Instruction (including where we suspect that any fraud and/or illegality are involved). In particular, without prejudice to the generality of the foregoing, we may refuse to act, or delay in acting, on any of your Instructions in order to comply with Applicable Law, our internal policies and procedures, or if in our sole opinion the Instruction is contradictory or ambiguous. We will notify you via Agreed Communication Method of such refusal in due course. You agree that you shall not have any claim against us for any failure by us to act on or execute any Instruction for whatever reason.
- 6.7. You acknowledge and accept the risks of giving Instructions by the Agreed Communication Method, including the risk of any Instructions being unauthorized or given by an unauthorized person, the risk that we may process Instructions twice if you send the same Instructions to us in different forms and the risk that any information sent by electronic means cannot be guaranteed to be secure, or free from virus or delay.

7. Fees and Costs

- 7.1. All Virtual Asset Transactions executed in pursuance of your Instructions shall be subject to a transaction fee and any other fees, charges, commissions, and Costs that we from time to time may impose.
- 7.2. You must pay the fees, charges, commissions, and Costs specified by us hereunder, in our Fee Schedule, on our Website and/or the App or as otherwise notified by us in writing as applying to the Services and Virtual Asset Transaction from time to time.
- 7.3. You agree to pay any amount in the Fiat Currencies or Virtual Assets in which it is due in relation to the Virtual Asset Transaction, otherwise:
- (a) we may return the Fiat Currency or Virtual Asset that is not in appropriate form and require you to make the payment in the appropriate and due Fiat Currencies or Virtual Asset and charge you for the Costs incurred in returning the payment to you; or
 - (b) we may convert the amount into the due Fiat Currencies or Virtual Asset on a date and at rates we reasonably consider appropriate and deduct Costs incurred in the conversion.

- 7.4. You understand and agree that to the extent any Taxes are payable in connection with your payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of Tax at the same time as making the payment.
- 7.5. Unless otherwise specified in the Agreement, you are not entitled to any refund of any Costs, fees or interest you have paid, or subsidy you have received, including where you cancel a Virtual Asset Transaction, or where the Agreement is terminated in part or in full.
- 7.6. Any interest payable under the Agreement accrues and is calculated on a daily basis in 365-day year. If default interest is charged hereunder, we may add to the outstanding amount any interest under this clause 16.8 which has not been paid. You are then liable for interest under this clause 16.8 on the total amount.
- 7.7. From the time any amount under the Agreement is overdue for payment until it is paid, you agree to pay interest at our prevailing default interest rate of 8% p.a. on the overdue amount when we ask. This rate is revised by us periodically and is available from us on request.
- 7.8. We may cancel, reverse or debit any payment we make under the Agreement (including any interest paid) and make any corresponding adjustments to an Account in certain circumstances, including to correct a mistake; if we have not received cleared and unconditional Fiat Currencies and/or Virtual Assets in full and promptly; or if we have reasonable grounds for doing so.

8. Payments and other Obligations

- 8.1. You must hold an available and sufficient amount and appropriate type of Fiat Currencies and/or Virtual Asset in your Account to meet your obligations under the proposed Virtual Asset Transaction, inclusive of any applicable fees, Costs and Taxes, before you can place an order to enter into a Virtual Asset Transaction.
- 8.2. Any Fiat Currency and/or Virtual Asset may be transferred from your Account by us for settling a Virtual Asset Transaction and applicable fees, Costs and Tax in full without set off, counterclaim or deduction or withholding (including on account of any Tax) unless the deduction or withholding is required by Applicable Law.
- 8.3. Subject to clause 8.2. we will deliver, or procure the delivery of, any relevant Fiat Currency and/or Virtual Asset owing to you under a Virtual Asset Transaction to you. Unless otherwise agreed by us, all such deliveries are made to your relevant Account. Our delivery obligations are satisfied upon the completion of our usual procedures to effect the transfer. All delivery of Virtual Assets to you will be rounded down to the nearest eight (8) decimal places.
- 8.4. We may, acting in good faith and in a commercially reasonable manner, refuse to accept or make (or accept or make on such terms as it may determine) any delivery of a Fiat Currency and/or Virtual Asset from or to you and we will provide notice of any such refusal as soon as reasonably practicable. In particular, we may refuse to accept any delivery of Virtual Assets that are not Eligible Virtual Assets from you, and you cannot use any such Virtual Assets to settle any Virtual Asset Transaction.
- 8.5. You acknowledge and agree that if at any time there are (having regard to other payments debited or due to be debited) insufficient Fiat Currency or Eligible Virtual Assets recorded in the Account, we may, in our absolute discretion and without any obligation to do so:

- (a) decline to execute your Instructions; and
- (b) force-sell any Virtual Assets held by us on your behalf;

in each case without further instruction or sanction from you.

- 8.6. If any Applicable Law requires you to deduct any Tax from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the Tax, pay that amount to the relevant Government Agency in accordance with Applicable Law and give us the original receipts.
- 8.7. We may be required to withhold payments to you, and pass such amounts to a Government Agency. If at any time any relevant Government Agency requires us to make a deduction or withholding on any payment due to you, you agree to immediately reimburse us for the amount of any such deduction or withholding. You will indemnify us against any Loss we suffer or incur as a result of such deduction or withholding.
- 8.8. All payments to be made by you in connection with the Agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any Tax of a similar nature. If any of these types of Taxes are payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of Tax. You must do so at the same time as making the payment.
- 8.9. Your obligation to pay any amount under this Agreement is separate from each of your other obligations to pay.
- 8.10. In the event that the availability or transfer of Fiat Currencies or any Virtual Asset is restricted in a particular jurisdiction, or we are otherwise unable to pay in a particular Fiat Currencies or Virtual Asset, we may make the payment in any other Fiat Currency or Virtual Asset we reasonably consider appropriate and use a rate we consider reasonably appropriate.

9. Rights of netting, set-off and lien

- 9.1. If, on any day, you and us have payment and delivery obligations in the same Fiat Currency or the same Virtual Asset in respect of two or more Virtual Asset Transactions, then we may elect for such Fiat Currency to be paid or such Virtual Asset to be delivered, on a net basis so that such obligations will be automatically satisfied and discharged. If, in respect of the same Fiat Currency or the same Virtual Asset, the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, such payment and delivery obligations will be replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.
- 9.2. In addition to our rights under clause 9.1., we may at any time and without notice to you set off any sums due from you (or where more than one person constitutes the client, any one or more of those persons singly or jointly) to us and/or other Group Members against sums due from us and/or other Group Members to you, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment. Any amounts that are

so set off will be discharged promptly and in all respects. If, after such set off, a balance of account is due and payable by you to us and/or other Group Members, you:

- (a) authorize us (for itself and on behalf of other Group Members) to (i) sell all or any of your Fiat Currency and Virtual Assets held by HighBlock or (ii) to apply or appropriate all or part of your Fiat Currency and Virtual Assets in the Account to meet such amount; and
 - (b) if there is a shortfall following the application of any set off pursuant to clause 9.2.(a) above, you will immediately pay to us or other Group Members an amount equal to such shortfall.
- 9.3. We are entitled to exercise a lien over any or all of your property which (for any reason) is in or comes into our possession or control, except that this lien does not cover any property where it may give rise to any obligation to disclose an interest on our part. We have the right to sell such property and apply the proceeds of sale, after deduction of reasonable Costs, to satisfy any amount you owe us or other Group Members.
- 9.4. For the purposes of this clause 9, we may make any necessary currency or asset conversions at the rate(s) we reasonably consider appropriate.
- 9.5. Our rights under this clause 9 are in addition to any other right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which we are at any time otherwise entitled or subject whether under the Agreement or by operation of Applicable Law.

10. Communications and Records

- 10.1. You authorize us to deliver all communications, agreements, documents, notices, disclosures and Confirmations to you by an Agreed Communication Method, or through any other electronic means as we deem fit. It is your responsibility to ensure that the details of your Agreed Communication Method are correct and the Agreed Communication Method is operational and available for receipt of all communications and to notify us of any changes to the details of your Agreed Communication Method as soon as practicable after the change is made. In some cases, our communications may be posted on the Website.
- 10.2. Notices/Communications take effect from the time they are received or taken to be received under clause 10.3. (whichever happens first) unless a later time is specified in the communication.
- 10.3. Notices/Communications are taken to be received:
- (a) if sent by email:
 - (i) when we receive an automated message confirming delivery; or
 - (ii) 4 hours after the time sent (as recorded on the device from which we sent the email) unless we receive a delivery failure receipt;
 - (b) if sent by Agreed Communication Method, at the time of sending (as recorded on the device from which we send the message);

- (c) if delivered via other electronic means, 24 hours after we send it; and
 - (d) if posted on the Website, at the time of posting.
- 10.4. Your notices and communications are effective when we actually receive them in legible form. If that occurs after 5:00pm in the place of receipt or on a non-Business Day, the relevant notice or communication is taken to be received at 9.00am in that place on the next Business Day and takes effect from that time unless a later time is specified.
- 10.5. Instructions and communications digitally signed and supported by a digital certificate have the same validity, admissibility and enforceability as if signed in writing. Any notice or communication that is digitally signed must comply with any Applicable Law.
- 10.6. You acknowledge and agree that you are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them. You agree not to dispute the contents of any notice or communication sent by us using electronic equipment.
- 10.7. Subject to any Applicable Law, you agree that we may, without further disclosure to, or consent from, you:
- (a) record and monitor our correspondence with you or an Authorized Person (and you confirm you are authorized to provide consent on behalf of the Authorized Person);
 - (b) use the recorded conversations, transcripts, messages or other records of correspondence for its internal compliance purposes, in any dispute in connection with the Agreement and in any other manner not prohibited by Applicable Law; and
 - (c) disclose such conversations, transcripts, messages or other records of correspondence to any applicable regulatory authority, enforcement body or agency in Hong Kong or (if applicable) outside Hong Kong, including tax authorities or as otherwise required by Applicable Law.
- 10.8. All records shown on or provided in connection with the Account or Services are for your information only. These records are not binding on us or any other person. Notwithstanding anything to the contrary contained in the Agreement, in any record should there be any inconsistency between:
- (a) the information (including any document but not any advice) available on or via the Website, the internet or other electronic medium; and
 - (b) the information in our records,
- the information in our records will prevail unless there is a manifest error.
- 10.9. We may issue a further record if any previous one contained any errors or omissions, in which case that further record will supersede any previous one in all respects (unless it states otherwise).

11. Custodian Arrangements

- 11.1. Any Virtual Assets in an Account, or that we receive from or on behalf of you, and held by us for safekeeping will be held on trust and/or in a segregated client account established and maintained by the Associated Entity. You understand and accept that:
- (a) your Virtual Assets held by the Associated Entity under this clause 11.1 may not enjoy the same protections as those conferred on Securities under the SFO, the Securities and Futures (Client Securities) Rules (Cap. 571H of the Laws of Hong Kong) and the Securities and Futures (Client
 - (b) Money) Rules (Cap. 571I of the Laws of Hong Kong);
 - (c) we are under no duty to return to you the Virtual Assets originally delivered to, or otherwise held by, us, but we will return assets of an identical type, and in the same nominal amount, of the relevant Virtual Assets to you; and
 - (d) we may deposit, transfer, lend, pledge, repledge or otherwise deal with your Virtual Assets if:
 - (i) such action is for the settlement of a Virtual Asset Transaction;
 - (ii) such action is for the settlement of fees and Costs owed by you to us in respect of the applicable Services; or
 - (iii) in accordance with your Instructions or Standing Authority, subject to Applicable Laws.
- 11.2. Any Fiat Currency in your Account, or that we receive from or on behalf of you, will be held on trust and/or in a segregated client account of the Associated Entity:
- (a) maintained with an “authorized financial institution”, as defined in the SFO; or
 - (b) if received by us in another jurisdiction, maintained with another bank in a jurisdiction as agreed by the SFC from time to time.
- 11.3. You understand and accept that we will not pay any amount of Fiat Currency out of a segregated account other than for:
- (a) paying it back to you;
 - (b) meeting your obligations to satisfy settlement requirements in respect of a Virtual Asset Transaction;
 - (c) paying money (including fees and Costs) you owe us or other Group Members in respect of the services provided to you; or
 - (d) paying the amount in accordance with your Standing Authority or an Instruction from you relating specifically to that amount of Fiat Currency, subject to Applicable Laws.
- 11.4. We will not pay you interest on any Fiat Currency that we receive from you or hold for you. We reserve sole discretion to determine whether to receive any distributions or benefits arising from your Virtual Assets under clause 14.

- 11.5. Your Virtual Assets are held by the Associated Entity. Additional terms relating to our custody arrangements may be posted on our Website from time to time.

12. Representations and Warranties

- 12.1. If we ask, you must give us any information about, or documents in connection with, the Agreement or your financial affairs. All information or documents must be in the form we require and will be deemed certified by you to be true.
- 12.2. You must obtain the consent of persons named in the Agreement or other relevant document, and of any Authorized Person, to our collection, holding and use of their information. You agree that you will provide a copy of any privacy-related policy, statement, circular, notice or other terms and conditions made available by us to you from time to time to such persons. A copy of our current privacy policy is available on the Website.
- 12.3. You consent to us periodically checking your credit status with any credit bureau, credit reference agency or similar service provider in any relevant jurisdiction.
- 12.4. Without limiting any other provision of the Agreement, you acknowledge and agree that the information and documents contemplated by this clause 12 may be transferred to and processed and/or stored by us, any Group Member and/or any other persons engaged by us (whether within or outside Hong Kong) within Hong Kong and to jurisdictions outside Hong Kong. Such information and documents may be released or disclosed in accordance with the local laws or practice of the jurisdiction to which the data is transferred.
- 12.5. We agree to notify you of any material change to our name, principal address, licensing status, SFC Central Entity number or the Services from time to time.
- 12.6. We will notify you in advance of any changes to our rules, procedures or policies that, in our discretion, are applicable to you for using and accessing our Services.
- 12.7. By accessing and/or using the Services, you represent and warrant that:
- (a) if you are an individual, you are at least 18 years of age;
 - (b) if you are a corporation or other legal person, you are duly incorporated and/or organized under the laws of your place of incorporation or organization;
 - (c) you are a Professional Investor, with appropriate knowledge and experience of blockchain technology, cryptography, smart contracts and the Virtual Assets applicable to each Virtual Asset Transaction and related features and risks;
 - (d) you understand the nature and risks of the subject matter of the Agreement and the Virtual Asset Transactions, and are capable of assuming, and do assume, all risks associated with the Agreement and any Virtual Asset Transaction, including those described in Part 4 of these Client Terms and Conditions;
 - (e) in respect of the Services and each Virtual Asset Transaction, you:

- (i) have received, read and understand all relevant documents that make up the Agreement;
 - (ii) have adequate information in relation to your decision to use the Services and enter into the Virtual Asset Transaction; and
 - (iii) are not relying on any communication from us as advice (whether written or oral), and, unless otherwise specified by us, we are not an advisor to you, in connection with the Agreement or any Virtual Asset Transaction;
 - (iv) have made your own independent decision to use the Services and enter into the Virtual Asset Transaction and that the Services and each Virtual Asset Transaction are appropriate and proper for you based on your own judgment and on advice from independent advisers you have considered necessary;
- (f) you enter into the Agreement and each Virtual Asset Transaction as principal and are not acting as an agent for any other person, as trustee of any trust or on behalf, or for the benefit, of any other person;
 - (g) you have full legal capacity, power and all necessary authorizations to own your assets and carry on any business it conducts, to enter into the Agreement and each Virtual Asset Transaction and to comply with its obligations and exercise its rights under them;
 - (h) you have obtained all necessary authorizations and consents, and taken all necessary corporate actions to make all payments and deliveries contemplated by the Agreement;
 - (i) your obligations under the Agreement are valid, binding and enforceable and it will not be in breach of any Applicable Law, authorization, document or agreement by entering into or complying with obligations or exercising rights under the Agreement or any Virtual Asset Transaction;
 - (j) no action, suit or proceeding at law or in equity before any court, tribunal, Government Agency or any arbitrator that is likely to affect the legality, validity or enforceability against you or the Agreement or your ability to perform your obligations under the Agreement is pending or, to your knowledge, threatened against you;
 - (k) you, any Authorized Person, any person who controls you and any person for whom you act, as applicable, is not a Proscribed Person;
 - (l) if you are a corporation or other legal person, the person that enters into the Agreement on your behalf is, and any person representing you in relation to any Virtual Asset Transaction is and will be, duly authorized to do so;
 - (m) all the information given, and representations made, by you (or on your behalf) are correct, complete and not misleading;
 - (n) since the date of information you have given us, there has been no change in that information or your financial circumstances that may have a material adverse effect on your ability to meet any of your obligations to us;

- (o) you have not withheld any information that might have caused us not to enter into the Agreement or any Virtual Asset Transaction (including information about the assets you own and any Encumbrance over them);
 - (p) neither you, nor any assets you own, have immunity from the jurisdiction of a court or from legal process in any place;
 - (q) at any time that you deliver, or procure the delivery of, Virtual Assets and/or Fiat Currency to us in connection with a Virtual Asset Transaction or otherwise, you have the absolute right to sell, assign, convey, transfer and deliver such Virtual Asset and/or Fiat Currency, and are deemed to confirm that it is fully paid and free of any Encumbrance;
 - (r) you are responsible for your own Tax affairs, and you have not committed or been convicted of any Tax or other criminal offence; and
 - (s) no Event of Default has occurred, nor has any event occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become an Event of Default.
- 12.8. The representations, warranties and undertakings under this clause 12 shall be deemed to be repeated immediately before each Instruction is given or executed.

13. Indemnities and Liabilities

- 13.1. To the extent permitted by Applicable Laws, you indemnify us and each other Group Member and our respective directors, officers, employees and agents (each, an “indemnified party”) against, and must pay the indemnified party on demand for, any Loss reasonably incurred by the indemnified party in connection with the Agreement and any Virtual Asset Transaction, including:
- (a) the provision of any Service or entry into any Virtual Asset Transaction in circumstances where we are not in breach of the Agreement;
 - (b) an Event of Default occurs in relation to you;
 - (c) searches and enquiries made in connection with you (including checking for Insolvency);
 - (d) Instructions given to us by you or an Authorized Person, or a person purporting to be you or an Authorized Person, provided that we act in good faith when effecting the Instructions, save where we have actual knowledge of any fraud or forgery;
 - (e) us acting on, delaying or refusing to act on, Instructions from you or an Authorized Person or taking action against you or an Authorized Person;
 - (f) the settlement or attempted settlement of any Virtual Asset Transaction or any failure to settle any such Virtual Asset Transaction, in circumstances where we are not in breach of the Agreement;
 - (g) any service provided by a third party;

- (h) any Tax payable by the indemnified party on, or calculated by reference to, any Virtual Asset Transaction or any amount paid or payable by or to you under the Agreement (excluding any Tax payable by the indemnified party by reference to its net income);
- (i) any action taken by a third party to gain control of any Fiat Currency or Virtual Asset contemplated by the Agreement;
- (j) any person exercising, or not exercising, rights under the Agreement (including Costs related to enforcement action and debt collection, such as valuation fees and auctioneer's charges); or
- (k) the costs of the indemnified party in defending itself successfully against any claims of fraud, negligence or wilful default,

in each case except to the extent the Loss is a direct result of the indemnified party's own gross negligence, fraud or wilful misconduct. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with the Agreement.

13.2. Unless any Applicable Law prohibits us from excluding or limiting our liability or where the Loss is directly caused by our own gross negligence, fraud or wilful misconduct, we are not liable for any Loss incurred in connection with the Agreement, including in connection with:

- (a) the general risks of investing or entering into any Virtual Asset Transaction or using the Services, including those described in Part 4;
- (b) the provision or unavailability of any Virtual Asset, Fiat Currency, Account or Service;
- (c) investing or holding assets in a particular jurisdiction (including Losses arising from nationalization, expropriation or other governmental action, financial services regulations, currency restrictions, devaluations or fluctuations, and market conditions affecting the orderly execution of transactions or affecting the value of assets);
- (d) the collection, deposit or credit of invalid, fraudulent or forged Virtual Assets or Fiat Currency transfers;
- (e) effecting delivery or payment against an expectation of receipt, save where such delivery or payment is contrary to local market practice;
- (f) an instruction to deliver Virtual Assets or Fiat Currency to an exchange, broker, custodian or other third party, even if we might have information tending to show that this course of action, or the choice of a particular exchange, broker, custodian or other third party for a transaction, is unwise;
- (g) any information that we provide on Virtual Assets, market trends or otherwise, even if such information is provided at your request;
- (h) any act or omission of any exchange, broker, custodian or any other third party, whether or not appointed by us. We are not obliged to request such exchange, broker, custodian or any third party to comply with its obligations;
- (i) the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy or a delay or error in making payments or deliveries under the Agreement;

- (j) you or an Authorized Person's Instructions, any unauthorized Instructions or our refusal to act on any Instruction;
- (k) any Force Majeure Event;
- (l) a Network Event, a Fork or an Airdrop;
- (m) an Event of Default; or
- (n) termination of any of the Agreement,

and this disclaimer applies where the Loss arises for any reason and even if the Loss was reasonably foreseeable or we had been advised of the possibility of the Loss.

13.3. All decisions on whether to purchase, hold or sell any Virtual Assets or to enter into any Virtual Asset Transaction are yours. We are not responsible for any decision made by you:

- (a) to enter into the Agreement or any Virtual Asset Transaction, or to use any of the Services; or
- (b) about any features or risks of any Virtual Asset, or any fees or Costs payable in connection with it.

13.4. While some of our employees and agents may be authorized to give you certain types of information about Virtual Assets or other products or services neither our employees nor its agents have any authority to make representations about anything in connection with the Agreement. Subject to any Applicable Law, we are not liable for any Loss if our employees or agents act without authority. If you consider that any representation has been made to you that is not set out in the Agreement, you must give us details in writing so that we can clarify it.

13.5. We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on the Website, other internet sites to which you may be referred or any third-party content displayed on our Website. We are not responsible for any Loss incurred in connection with those sites.

13.6. We are not liable for any Loss incurred in connection with our inability or delay in receiving or executing Instructions or unavailability of funds or any Virtual Asset due to a Force Majeure Event or any circumstances beyond our reasonable control. If a Force Majeure Event occurs or any circumstances beyond our reasonable control occur, we may take any action we consider appropriate in connection with the Agreement.

14. Network Event

14.1. If: (i) any Infrastructure Participant or Network Participant gives a direction, or makes a decision or election, that affects a Virtual Asset Transaction; or (ii) any Infrastructure Participant or Network Participant becomes Insolvent or is suspended from operating; or (iii) a Network Event has occurred, then we may take any action which we, in our sole discretion, consider appropriate to correspond with the direction, decision, election or event (including a Network Event), or to mitigate any loss incurred or potential loss or impact which may be incurred as a result of such action or event. Subject to Applicable Law, such action may result in suspension

of access to, or adjustment of the balance in, your Account. Any such action will be binding on you (including, where relevant, making any decision or election in relation to a Network Event).

- 14.2. Where any Infrastructure Participant, Network Participant or any regulatory body makes an enquiry which relates to any Service or Virtual Asset Transaction under the Agreement, you agree to co-operate with us and that any information relevant to the enquiry may be passed to any HighBlock Limited Member, or any Infrastructure Participant, Network Participant or regulatory body, as may be appropriate.
- 14.3. Unless specifically announced on the Website in relation to an Airdrop or a Fork, we do not support any new virtual assets created or forked protocol as a result of such event.
- 14.4. Without limiting the generality of clause 14.3., on each occasion of an Airdrop or a Fork, we may in our discretion consider:
 - (a) whether any such event would be recognized or supported by us;
 - (b) the terms and conditions, including the methodology of allocation of all the associated Costs, fees or rewards to all affected clients, upon which we will implement support of such event as part of our Services; and
 - (c) the actions required to participate in such event, including withdrawal deadline relating to the relevant Virtual Assets from your Account, suspension period for any trading, deposit and withdrawal or any payment terms.
- 14.5. If we do not recognize or support an Airdrop or a Fork, we will not make a claim for, or otherwise retain, any assets or rights associated with such event for our own benefit.
- 14.6. Upon becoming aware of an Airdrop, a Fork or a Network Event, we will notify you through our Website as soon as practicable, where applicable. We will also publish any determination we make at least one Business Day before the occurrence of the event (if scheduled in advance and made known to the public), unless to do so is impossible or reasonably impracticable.

15. Termination

- 15.1. The following events shall be Events of Default (each an "Event of Default") for the purposes of these Terms:
 - (a) the Client fails to duly and punctually observe or perform any of the undertakings, duties and obligations in these Terms or otherwise any provision of the Agreement;
 - (b) any failure by the Client to pay sums of whatever nature when due under the Agreement;
 - (c) the Client's insolvency or liquidation, the filing of a petition in winding up or the commencement of any analogous proceedings against the Client;
 - (d) the levying of any attachment against the Account or the Client's other property;
 - (e) without the prior written consent of HighBlock, a debit balance on any Account of the Client;

- (f) any representation or warranty made by the Client to HighBlock in the Agreement being incorrect or misleading;
- (g) any dispute or proceedings against the Client or (if a body corporate) its directors or shareholders in connection with the Company; or
- (h) any other matter or event including any regulatory requirement which in HighBlock's opinion renders termination of all or any part of the Agreement necessary or advisable in HighBlock's interests.

The Client agrees to immediately notify HighBlock upon the occurrence of an Event of Default.

- 15.2. These Terms may be terminated by either party by giving not less than 5 Business Days' prior written notice to the other party. Termination of these Terms shall not affect any Instruction executed for the Client or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination.
- 15.3. We may also terminate these Terms immediately upon the occurrence of any one or more of the following events:
 - (a) the occurrence of any of the Events of Default referred to in Clause 15.1;
 - (b) the withdrawal of your authorization to us to hold Virtual Assets on behalf of you; or
 - (c) where you no longer maintains an Account with HighBlock.
- 15.4. Notwithstanding the termination of your Account, you remain liable to us and other relevant persons for any liabilities incurred (including under the Agreement or otherwise) during the period you hold an Account, and remain subject to any proceedings, investigations, disciplinary or enforcement action in respect of:
 - (a) a right, privilege, obligation or liability acquired, accrued or incurred under the Agreement before such termination;
 - (b) a breach of, or act of misconduct under the Agreement before such termination; and/or
 - (c) any disciplinary action or penalty in respect of any breach or act of misconduct committed before such termination.
- 15.5. For the avoidance of doubt, any termination of the Agreement shall not affect the accrued rights and liabilities of either us or you, and shall not affect any warranties, undertakings and indemnities given by you. You are not entitled to any refund of any fee or amount paid or subsidy received in connection with the Agreement or any Virtual Asset Transaction paid or received prior to such termination.
- 15.6. All provisions in the Agreement in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set-off, currency conversion, Tax, and the provisions in clause 8 survive termination of the Agreement.

16. Conflict of Interest

- 16.1. You understand and agree that the nature of the trading activities as part of the Services may give rise to us, another Group Member, or one of our respective officers, employees or agents having a material interest in a Virtual Asset or Virtual Asset Transaction, and that there may be other circumstances where a conflict of interest arises between your interests and those of other clients, counterparties or us. Some of these circumstances are described in the Parts of these Client Terms and Conditions and in other disclosures that we may make from time to time.
- 16.2. Notwithstanding this clause 16.1., we will seek to avoid conflicts of interest where possible. If we act in circumstances where we have a material interest or conflict of interest, we will take reasonable steps to ensure you are treated fairly. We may, in our absolute discretion, without giving any reason or notice and without incurring any liability of any nature to you, decline to transact with you or otherwise to act on your Instructions in such circumstances.

17. General

- 17.1. We shall have absolute rights to amend, delete or substitute any of the terms herein or add new terms to the Agreement, including without limitation, any amendments to the fees. An amendment notice and the revised Terms (or relevant amended document) will be posted at the download forms column of the Website. You may visit the Website from time to time to obtain the latest Terms and read the terms thereof. Such amendment, deletion, substitution or addition shall be deemed as effective and incorporated herein (and shall form part of these Terms) on the date of publication of such amendment notice. You may raise written objection within seven (7) Business Days after the publication of such amendment notice at the Website, failing which it shall be deemed an acceptance of such amendment, deletion, substitution or addition.
- 17.2. If we are served with an order from a court or a regulator, and we act in accordance with such order, you must not commence proceedings against us in relation to our actions under such order.
- 17.3. The Agreement is available in both English and Chinese language. In the event of any discrepancy or inconsistency between the two versions, the English Version shall prevail.
- 17.4. If and to the extent that an Applicable Law is inconsistent with the Agreement in a way that would otherwise have the effect of making a provision of the Agreement illegal, void or unenforceable, or contravene a requirement of Applicable Law or impose an obligation or liability which is prohibited by that law, then the Applicable Law overrides the Agreement to the extent of the inconsistency, and the Agreement is to be read as if that provision were varied to the extent necessary to comply with that Applicable Law and avoid that effect (or, if necessary, omitted). and the remaining parts of the Agreement will continue to apply as if the illegal, void or unenforceable part had never existed.
- 17.5. The Agreement contains the entire agreement between the parties about their subject matter and supersede all previous communications, representations, or agreements between the parties on the subject matter.
- 17.6. Unless otherwise stated herein, the Agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- (a) a Group Member and any other indemnified party (as defined in clause 13.1) may enforce its rights or benefits in the Agreement, including any indemnity, limitation or exclusion of liability; and
- (b) a person who is a permitted successor or assignee of our rights or benefits of the Agreement may enforce those rights or benefits.

No consent from the persons referred to in this clause 16.6. is required for the parties to vary or rescind the Agreement (whether or not in a way that varies or extinguishes rights or benefits in favor of those third parties). Any term of the Agreement may be amended only with the consent of all parties to the Agreement and any such amendment or waiver will be binding on all parties.

- 17.7. Without our prior consent in writing, you may not assign, charge, dispose of, transfer or otherwise deal with your rights or obligations hereunder to anyone. We may assign, transfer or otherwise deal with our rights and obligations under the Agreement to any third party without your consent as we see fit.
- 17.8. Each party agrees not to disclose information provided by the other party that is not publicly available except:
 - (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Agreement;
 - (b) to officers, employees, legal and other advisers and auditors of any party;
 - (c) to any party to the Agreement or any related companies of any party to the Agreement, provided the recipient agrees to act consistently with this clause 17.8.;
 - (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld);
 - (e) in the case of Exchange Services, publishing relevant Virtual Asset Transactions and related Instructions on a non-attributed basis on the Exchange;
 - (f) any disclosure the disclosing party reasonably believes is required by any Applicable Law (including AML/CTF Requirements), Government Agency or securities exchange; or
 - (g) otherwise in accordance with the Agreement.

Each party consents to disclosures made in accordance with this clause 17.8.

- 17.9. Notwithstanding any other provision of the Agreement to the contrary, we are not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any AML/CTF Requirements. You agree to exercise your rights and perform your obligations under the Agreement in accordance with all applicable AML/CTF Requirements.
- 17.10. You agree that we may take a sufficient time to consider, verify or block a Virtual Asset Transaction, if you or any other person or entity in connection with the Virtual Asset Transaction becomes a sanctioned person or entity, or upon the occurrence of a match on our sanction filters.

18. Governing Law

- 18.1. The Agreement and all rights, obligations and liabilities shall be governed by and construed in accordance with the laws of Hong Kong.
- 18.2. You submit to the exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from or in connection with the Agreement. The parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly, no party will argue to the contrary. Notwithstanding the aforesaid, we shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. We may take concurrent proceedings in any number of jurisdictions.
- 18.3. Any dispute, controversy, difference, discretion or claim arising out of or relating to the Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall first be resolved by mutual good faith discussion and negotiation between the parties.

PART II: SERVICE – EXCHANGE PLATFORM

19. Introduction

This Part II applies to the Exchange Platform and the Exchange Transactions. It does not apply to the OTC Platform or the OTC Transactions. The Exchange Platform enables you to conduct Virtual Asset Transactions on the Virtual Asset exchange on the Website and/or the App by using your Account, in accordance with the Agreement. Unless otherwise specified, a reference to a clause is to a clause in this Part II.

20. Trading Hours, Trading Pairs and Order Types

- 20.1. You must place your Instruction on the Exchange Platform through an Agreed Communication Method.
- 20.2. Subject to clause 21 below and unless otherwise announced on the Website and/or the App, the Exchange Platform operates on a 24-hour basis.
- 20.3. The trading pairs and the types of Instruction supported by the Exchange Platform are published on the Website and/or the App and updated by us from time to time.
- 20.4. Upon placing an order, the quantity of the relevant Virtual Asset or Fiat Currency will be held and recorded in your Account as being on hold, until that Instruction is executed or otherwise cancelled.
- 20.5. You acknowledge and agree that all fills are final and will not be reversed except in the following circumstances:
 - (a) we are required to do so by any Applicable Law;
 - (b) due to a manifest error or serious technical error in which orders or fills do not occur as specified in the Service-Specific Terms (Exchanged Platform) set out hereunder, in which case we will make all reasonable efforts to restore you to the position you would have been in had the error not occurred;
 - (c) where we believe that the Virtual Asset is not an Eligible Virtual Asset; or
 - (d) where we believe that the pre-pay requirement under clause 8 of Part 1 has not been met.
- 20.6. You understand that the Exchange Platform charges a maker fee for each maker order and a taker fee for each taker order at the time when the order is filled against the Virtual Asset or Fiat Currencies as applicable, as amended from time to time at our discretion.

21. Access to and Use of the Exchange Platform

- 21.1. We may grant to you a non-exclusive, non-transferable personal right to access and use the Exchange to trade Virtual Assets. You may only use the Exchange Platform, your Account, the Exchange, any Agreed Communication Method and any Exchange Materials for your own needs.

- 21.2. You agree that before accessing or using the Exchange Platform or your Account while you are outside your country of residency, you will ensure that you would not be breaking any laws, rules or regulations in that country by doing so.
- 21.3. Without limiting any other rights we may have under the Agreement, we may:
- (a) decline to act on your behalf or accept your Instructions where:
 - (i) the original Instruction has expired;
 - (ii) the basis for any quotation for the relevant Virtual Asset has changed and the Instruction has not been reconfirmed;
 - (iii) the Virtual Assets are the subject of a trading halt and the Instruction has not been reconfirmed; or
 - (iv) the Virtual Asset are no longer available for the purposes of the Exchange Platform;
 - (b) cancel or reverse any Instruction or Virtual Asset Transaction without contacting you where a Government Agency has recommended or required a cancellation or reversal, or where the market was operating under an error.
- 21.4. You acknowledge that the Exchange has not been developed for your individual needs. You further acknowledge that you use the Exchange on an “as is” basis at your own risk. We are not responsible for any consequence or Loss arising from your choice or use of the Exchange or any Agreed Communication Method.
- 21.5. We reserve the right to withdraw or suspend your right to access and/or use the Exchange, the Exchange Platform and/or the Exchange Materials at any time without prior notice to or any consent from you and without assigning any reason for that action.

22. Exchange Materials

- 22.1. You may not allow or permit any other person to access or use such Exchange Materials or otherwise deal with them for the benefit of any other person or in any way that is not specifically contemplated by the Agreement (including by way of downloading, copying, reproducing, adapting, publishing, selling, or distributing them) without our express written consent, which we may reject or grant at our own discretion, with or without conditions.
- 22.2. You will keep all Exchange Materials strictly confidential, except to the extent that they are already in the public domain (other than through a breach of the Agreement or any other obligation of confidence).
- 22.3. You will respect and protect all rights, title and interest (including any intellectual property rights) in the Exchange Materials.
- 22.4. You undertake that you, without limiting any other restrictions, will not, and will not attempt to:

- (a) tamper with, modify, adapt, translate, de-compile, reverse-engineer or otherwise alter in any way;
- (b) create derivative works based on, or combine or merge with or into any other software or documentation;
- (c) gain unauthorized access to, make unauthorized use of or make use of for any illegal purpose (or any other purpose that is not contemplated in the Agreement); or
- (d) remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on,

any Exchange Materials.

22.5. You acknowledge that we and/or other third parties may take legal action against you if you breach clauses 22.1~22.4 at any time, or if we or such third parties suspect that you have done so. You may also be subject to other fines and penalties in any relevant jurisdiction(s). You undertake to notify us. You may also be required by us to notify the relevant third parties of any breach by you of any of the Agreement. You also authorize us to do so on your behalf.

23. HighBlock's Role as an Agent

By accessing and using the Exchange Platform, you acknowledge that we:

- (a) only act as agent in relation to any Exchange Transaction
- (b) do not act as a principal, nor as a prime broker with respect to any Exchange Transaction; and
- (c) are not your counterparty to any Exchange Transaction and make no representations and warranties with respect to any assets that are involved in such transaction. This applies even if we undertake certain checks and/or other compliance procedures with respect to the Exchange Transaction. Such procedures are for our own benefit and you should not rely on them.

PART III: SERVICE – OTC PLATFORM

24. Introduction

This Part III applies to the OTC Platform and the OTC Transactions. It does not apply to the Exchange Platform or the Exchange Transactions. (This Part III should be applicable only when the OTC Platform and the OTC Transactions are available.) The OTC Platform enables you to conduct Virtual Asset Transactions on the off-exchange brokerage service platform on the Website and/or the App by using your Account, in accordance with the Agreement. Unless otherwise specified, a reference to a clause is to a clause in this Part III.

25. Trading Hours, Trading Pairs and Request for Quotes

- 25.1. You must place your Instruction on the OTC Platform through an Agreed Communication Method.
- 25.2. Subject to clause 26 below and unless otherwise announced on the Website and/or the App, the Trading Hours of the OTC Platform is normally via automatic request for quote (“Online RFQ”) services, 00:00 am to 5:00 pm and 7:00 pm to 23:59 pm on each day.
- 25.3. The trading pairs supported by the OTC Platform are published on the Website and/or the App and updated by us from time to time.
- 25.4. Upon a request by you, we will provide a quote for your reference and without any obligation from you. The quote will expire and be deemed to have been rejected by you if such quote is not confirmed by you within the time specified in respect of that quote, unless cancelled earlier by us. For the avoidance of doubt, we are under no obligation to provide a quote to you. If you have obtained quotes of the prices of any Virtual Assets from us, you shall not:
 - (a) disseminate such quotes (or any part thereof) to any other person;
 - (b) use, or permit the use of, such quotes (or any part thereof) for any illegal purpose;
 - (c) use such quotes (or any part thereof) other than for your own use; or
 - (d) use such quotes (or any part thereof) in relation to any trading or dealing of Virtual Assets otherwise than through the OTC Platform.
- 25.5. If, after we provide a quote, you confirm such quote before its expiry or cancellation, and we confirm your response by delivering a Confirmation, a binding OTC Transaction is agreed in the terms of the accepted quote.
- 25.6. Save for any manifest error, a Confirmation is sufficient for all purposes to evidence a binding OTC Transaction between you and us unless and until you notify us otherwise as soon as reasonably practicable after the relevant Confirmation is delivered.
- 25.7. Once the OTC Transaction is agreed, the quantity of the relevant Virtual Asset or Fiat Currency will be held and recorded in your Account as being on hold, until that Instruction is settled or otherwise cancelled by us.

25.8. We may cancel a quote before its expiry or the settlement of an OTC Transaction in case of the following circumstances:

- (a) we are required to do so by any Applicable Law;
- (b) due to a manifest error or serious technical error in which orders do not occur as specified in the Service-Specific Terms (OTC Platform) set out hereunder, in which case we will make all reasonable efforts to restore you to the position you would have been in had the error not occurred;
- (c) where we believe that the Virtual Asset is not an Eligible Virtual Asset; or
- (d) where we believe that the pre-pay requirement under clause 8 of Part 1 has not been met.

25.9. You understand that the OTC Platform charges a service fee that is included in the quote for each OTC Transaction against the Virtual Asset or Fiat Currencies as applicable, as amended from time to time at our discretion.

26. Access to and Use of the OTC Platform

- 26.1. You may access the OTC Platform through any Agreed Communication Channel. You may only use the OTC Platform, your Account and any Agreed Communication Method for your own needs.
- 26.2. You agree that before accessing or using the Brokerage Services or your Account while you are outside your country of residency, you will ensure that you would not be breaking any laws, rules or regulations in that other country by doing so.
- 26.3. To place an order on the OTC Platform, you must follow the procedures set out in clause 27. When you place your order with us by sending an Instruction through an Agreed Communication Method, the quantity of the relevant Eligible Virtual Asset or Fiat Currency will be held and recorded in your Account as being on hold, until that Instruction is executed, expired or otherwise cancelled by us.
- 26.4. We reserve the right to withdraw or suspend your right to use the Brokerage Services at any time without prior notice to or any consent from you and without assigning any reason for that action.

27. Electronic Services

- 27.1. You acknowledge that the Services, our Website and/or the App, and the software comprised in them are proprietary to us. You undertake and warrant that you shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, create derivative works based on, remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on, or combine or merge with or into any other software or documentation and shall not attempt to gain unauthorized access to, any part of the Services, the Website and/or the App, and any of the software comprised in them.

- 27.2. Upon a breach or a suspected breach of clause 27.1, we and/or other third parties may take legal action against you at any time. You undertake that upon becoming aware of any breach or attempted breach by you or another person of clause 27.1, you shall immediately notify us of the same (and also notify the third party upon receiving our instruction to do so).

28. Calculation

- 28.1. We are the calculation agent for each Brokerage Service Transaction and calculations are carried out in our sole discretion, unless otherwise specified in the relevant Confirmation.
- 28.2. The calculation agent is, subject to the relevant Confirmation, responsible for:
- (a) calculating the fees and any rates, amounts, periods and dates (including changes to any of them) in accordance with the Confirmation;
 - (b) giving notice of such fees, rates, amounts, periods and dates;
 - (c) determining the value in Fiat Currency of any Virtual Asset (and vice versa);
 - (d) effecting or calculating any Fiat Currency or Virtual Asset conversion necessary or desirable for the purposes of any OTC Transaction; and
 - (e) calculating the net balance due between the parties in accordance with clause 9.
- 28.3. The calculations and determinations of the calculation agent are final and binding on you in the absence of manifest error. They will be applied using such methodology as we determine in good faith and at our discretion.
- 28.4. If, in our opinion, any event or circumstance, including any Network Event, occurs that adversely affects our ability in determining the amount payable to or by you in respect of any Brokerage Services Transaction and such circumstances continue for a period of not less than 2 Business Days, we may make such adjustments to the method used or to be used to determine the amount payable to or by you in respect of any OTC Transaction in accordance with our customary practices or market practice of which we are aware (if any). Adjustments made in accordance with this clause 28.4. are binding and conclusive against you.

29. HighBlock's Role as a Principal

By accessing the OTC Platform, you acknowledge that we act as principal in relation to any OTC Transaction. We do not act as an executing, clearing and/or prime broker with respect to any OTC Transaction.

PART IV: RISK DISCLOSURE STATEMENT

IMPORTANT

Trading in virtual assets and using the services involve risks, some of which are set out below. These risks, and additional risks arising either now or in the future, could result in the loss, failure or destruction of your assets, inability to receive any benefits available to you, other losses and termination of our trading and related services.

You must consider carefully whether the risks set out below, as well as all other applicable risks, are acceptable to you prior to any virtual asset transaction.

You must seek professional advice regarding your particular situation before trading in the virtual assets or using the trading and related services.

THE RISK OF LOSS IN TRANSACTIONS INVOLVING VIRTUAL ASSETS CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRANSACTIONS ARE SUITABLE FOR YOU IN LIGHT OF YOUR INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, YOUR TOLERANCE TO RISKS AND YOUR INVESTMENT EXPERIENCE. YOU SHOULD BE CAPABLE OF BEARING A FULL LOSS OF THE AMOUNTS INVESTED AS A RESULT OF OR IN CONNECTION WITH ANY VIRTUAL ASSET TRANSACTION AND ANY ADDITIONAL LOSS OVER AND ABOVE THE INITIAL AMOUNTS TRADED OR INVESTED THAT MAY BECOME DUE AND OWING BY YOU. IN CONSIDERING WHETHER TO TRADE OR INVEST, YOU SHOULD INFORM YOURSELF AND BE AWARE OF THE RISKS GENERALLY, AND IN PARTICULAR SHOULD NOTE THE FOLLOWING SPECIFIC RISK FACTORS WHICH MAY APPLY TO ANY GIVEN VIRTUAL ASSET TRANSACTION.

1. TRADING RISKS

1.1 High-risk nature of Virtual Assets

- (a) Virtual Assets are not considered legal tender and are not backed or guaranteed by any Government Authority. Virtual Assets may or may not be considered as “property” under the laws of Hong Kong. Such legal uncertainty may affect the nature and enforceability of your interest in Virtual Assets.
- (b) Virtual Assets may not be backed by physical assets and may not have an intrinsic value.
- (c) Virtual Assets are considered a high-risk asset class and may or may not be considered Securities. Some Virtual Assets may not circulate freely or widely, and may not be listed on any secondary markets.

1.2 Risk of Virtual Assets trading

The prices of Virtual Assets fluctuate, sometimes dramatically. The price of a Virtual Asset may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling Virtual Assets.

1.3 Virtual Assets may be complex products

Virtual Assets may be complex products by virtue that the terms, features and/or risk are not understood due to the complex structure, novelty and reliance on technological features.

1.4 Not a bank deposit

Neither us nor the entities associated with us is regulated by the Hong Kong Monetary Authority, and any Fiat Currencies or Virtual Assets held by us are not considered "deposits" within the meaning of the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) or any other regulated product or service under Applicable Law.

1.5 Inflation risk

Due to the design of Virtual Assets or events such as Forks, Airdrops, or Network Events, the supply of Virtual Assets may not be fixed. When new Virtual Assets are created, the increased supply may cause a decline in their price due to inflationary effects resulting from the greater total number of Virtual Assets available.

1.6 Market, liquidity and conversion risk

The value of Virtual Assets may be derived from the continued willingness of market participants to exchange Fiat Currency for the Virtual Assets which may result in the potential for permanent and total Loss of value of the Virtual Assets should the market for them disappear. There is no assurance that a person who accepts a Virtual Asset as payment will continue to do so in the future.

Liquidity risk may be caused by a lack of liquidity in a particular market due to the absence of buyers, limited buy/sell activity or underdeveloped secondary markets for certain Virtual Assets. This risk could result in infrequent but significant changes in the underlying market price, making it difficult or impossible to unwind or transfer a particular Virtual Asset in a timely manner, at the expected price, or at all. There is no assurance that a person who accepts a Virtual Asset as payment will continue to do so in the future.

1.7 Certain events may impact Virtual Asset Transactions

The trading of Virtual Assets may be suspended, preventing investors and potential investors from buying or selling units in the Exchange Platform. The Exchange Platform may suspend trading when necessary to ensure a fair and orderly market that protects investors' interests. If trading is suspended, the subscription and redemption of Securities may also be suspended, and liquidating a position in the Virtual Assets may be challenging or impossible in certain circumstances.

Furthermore, certain events such as Network Events, Airdrops or Forks may occur rapidly and impact your ability to conduct a Virtual Asset Transaction. Information in respect of such events may be difficult to ascertain ahead of time and may be subject to limited oversight by any third party capable of intervening to stabilize the network.

1.8 Foreign exchange and foreign exchange control risk

- (a) Where a Virtual Asset Transaction is denominated in a particular Fiat Currency other than your primary reference asset or when Virtual Assets are converted during the Virtual Asset Transaction, there is a risk that if the exchange market moves against you, then prior to, or upon the closing of the position, the net proceeds may be significantly less than the initial amount in your primary reference asset, and any income or gains may be entirely negated.

- (b) You may suffer Loss as a result of depreciation of the value of the Fiat Currency paid as a result of foreign exchange controls. Repayment or payment of amounts due to you may be delayed or prevented by exchange controls or other actions imposed by Government Authority over the Fiat Currency which they control or regulate.

1.9 Commissions and fees

All Virtual Asset Transactions executed in pursuance of your Instructions are subject to a transaction fee and any other fees, charges, commissions, and Costs that we from time to time may impose. Before you begin to trade on the Exchange Platform, you should obtain a clear explanation of all fees and other Costs for which you will be liable. These Costs will affect your net profit (if any) or increase your Loss.

If any of these fees and Costs are unclear, you should request specific monetary terms before entering into the Virtual Asset Transaction. The applicable fees and Costs will depend on various factors, including the nature of your relationship with us, the size and complexity of the transaction, and the type of asset involved. Fees and Costs may include execution charges, such as commissions, commission equivalents, markups, markdowns, and dealer spreads, as well as administrative Costs. Commission equivalents refer to the amount charged by us for purchasing or selling Virtual Assets in certain riskless principal transactions, while markups or markdowns are the difference between the price charged to you and the prevailing market price. The spread refers to the difference between the current purchase or bid price and the current ask or offer price, which may fluctuate based on the supply and demand levels of the Virtual Assets.

1.10 No right under statutory protection schemes

- (a) Virtual Asset Transactions are not covered by the protection offered by the Investor Compensation Fund established under the SFO (irrespective of the nature of the Virtual Assets).
- (b) Virtual Asset Transactions and Virtual Assets may not enjoy the same protection as that conferred on other products and asset classes governed by the laws of Hong Kong, e.g., Securities under the SFO, the Securities and Futures (Client Securities) Rules (Cap. 571H) and the Securities and Futures (Client Money) Rules (Cap. 571I).
- (c) Without limiting clause 7.5 of Part 1, any Virtual Assets or Fiat Currency held in an Account are not protected deposits, and are not protected by the Deposit Protection Scheme in Hong Kong.

1.11 Risks of your assets received or held outside Hong Kong

Virtual Assets and Fiat Currencies received or held by the licensed or registered person outside Hong Kong are subject to the Applicable Laws and regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, such assets may not enjoy the same protection as that conferred on other assets received or held in Hong Kong.

1.12 Suspension of Virtual Asset Transactions, Airdrops, Forks & Network Events

It may be difficult or impossible to liquidate a position in the Virtual Assets under certain circumstances. Certain Airdrops, Forks or Network Events may occur rapidly and affect our ability to conduct a Virtual Asset Transaction. Information relating to such events may be difficult to ascertain

ahead of time and may be subject to limited oversight by any third party who is capable of intervening to stabilize the network.

2. SPECIFIC OTC TRADING RISKS

2.1 OTC Transactions

(If applicable,) OTC Transactions are involved in the brokerage services, which may carry increased risks since it may be difficult to liquidate an existing position, determine a fair price or assess exposure to risk. OTC Transactions are less transparent than those carried out on recognized exchanges.

2.2 Counterparty risk

(If applicable,) You are subject to our counterparty risk under an OTC Transaction. You should note that we are not regulated by any financial regulator and as such, you may not receive any regulatory protection at all. You should cautiously consider whether it would be in your best interest to enter into OTC transactions with us, conduct appropriate due diligence on us and the relevant product to assess comparative credit risk before proceeding with the OTC Transaction, and seek independent professional advice if in doubt.

3. VIRTUAL ASSET ISSUER RISKS

We do not issue Virtual Assets. Virtual Assets are issued by third parties. You should read the applicable terms, information and risk disclosures provided by the applicable issuers carefully before entering into a Virtual Asset Transaction.

No term or product information provided by the applicable issuer has been subject to regulatory approval, unless expressly stated otherwise. You should exercise caution in respect of any issuance or offer of such assets.

For any Virtual Assets that have been authorized by a regulator, authorization does not imply any official recommendation or endorsement of the asset by the regulator, nor does it guarantee the commercial merits of the asset or its performance.

You should seek independent professional advice before making any investment decision.

4. CYBERSECURITY AND TECHNOLOGY-RELATED RISKS

4.1 Distributed ledger technology

Virtual Assets rely on various types of distributed ledger technology. Some of this technology is open source software that is built upon experimental technology, namely blockchain. Risks arising from relying on such technology include the existence of technical flaws in the technology, targeting by malicious persons, majority-mining, consensus-based or other mining attacks, changes in the consensus protocol or algorithms, decreased community or miner support, rapid fluctuations in value of relevant Virtual Assets, the existence or development of competing networks, platforms and assets, flaws in the scripting language, disputes between developers, miners and/or users and regulatory action.

4.2 Loss of private key is permanent and irreversible

You alone are responsible for securing your private key in respect of any address with respect to Virtual Assets not received nor held by us and/or the Associated Entity in an Account.

Losing control of your private key will permanently and irreversibly deny you access to your Virtual Assets. Neither we nor any other person will be able to retrieve or protect your Virtual Assets not held by us and/or the Associated Entity in an Account. Once lost, you will not be able to transfer your Virtual Asset to any other address or wallet. You will not be able to realize any value or utility that the Virtual Asset may hold now or in future.

4.3 Transactions irreversible

The nature of Virtual Asset Transactions is that they are irreversible. This means accidental or fraudulent transactions in respect of Virtual Assets may not be recoverable.

4.4 Forks and attacks

Virtual Assets may be subject to Forks or attacks on the security, integrity or operation of the networks, including Network Events. Such events may affect the features, functions, operation, use or other properties of any Virtual Asset, network or platform.

The events may also severely impact the price or value, function and/or the name of any Virtual Assets, or even result in the shutdown of the network or platform associated with the Virtual Asset. Such events may be beyond the control of HighBlock, or to the extent HighBlock has any ability to impact such event, HighBlock's decision or actions may not be in your interests.

4.5 Cyber-attacks and fraudulent activity

The technologic reliance of the Services on the internet exposes you to an increased risk of fraud or cyber-attack. Virtual Assets, your Account, any Service, Website or Trading Tool may be targeted by malicious persons who may attempt to steal Virtual Assets or Fiat Currency, or otherwise intervene in a Virtual Asset Transaction or any of our Services.

This includes (but is not limited to) interventions by way of:

- (a) distributed denial of service;
- (b) sybil attacks;
- (c) phishing;
- (d) social engineering;
- (e) hacking;
- (f) smurfing;
- (g) malware;
- (h) double spending;
- (i) majority-mining, consensus-based or other mining attacks;

- (j) misinformation campaigns;
- (k) Forks; and
- (l) spoofing.

Virtual Assets, your Account, any Service, Website or Trading Tool may also be vulnerable to exploitation of vulnerabilities in smart contracts and other code, as well as to human error.

A limited amount of your Virtual Assets may be stored in hot wallets (i.e. online environments which provide an interface with the internet), which can be prone to hacking or cyber-attacks. Cyber-attacks resulting in the hacking of Virtual Asset trading platforms and thefts of Virtual Assets are common. Victims may have difficulty recovering losses from hackers or trading platforms. This could result in significant loss and/or other impacts that may materially affect your interests.

The above events may affect the features, functions, operation, use, access or other properties of the Virtual Assets, your Account, the Website or our Services.

4.6 Targeting by malicious persons

Malicious entities may target you in an attempt to steal any asset you may hold, or to claim any asset that you may have purchased. This may involve unauthorized access to an Account, your private keys, your addresses, your passwords, your email or social media accounts, your log-in details or access method for the Account, as well as unauthorized access to your computer, smartphone and any other devices that you may use.

You alone are responsible for protecting yourself against such actions.

4.7 Cryptographic advancements

Developments in cryptographic technologies and techniques, including (but not limited to) the advancement of artificial intelligence and/or quantum computing, pose security risks to all cryptography-based systems including the Virtual Assets, your Account, any of our APIs, the Website or our Services. Applying these technologies and techniques to the Virtual Assets, an Account, any of our APIs, the Website or our Services may result in theft, loss, disappearance, destruction, devaluation or other compromises of the Virtual Assets, an Account, any of our APIs, the Website, our Services or your data (as applicable).

4.8 Reliance on the internet and other technologies

Virtual Asset Transactions rely heavily on the internet and other technologies (including the Agreed Communication Methods). However, the public nature of the internet means that either parts of the internet or the entire internet may be unreliable or unavailable at any given time. Further, interruption, delay, corruption or loss of data, the loss of confidentiality in the transmission of data, or the transmission of malware may occur when transmitting data via the internet and/or other technologies. The result of the above may be that your Virtual Asset Transaction is not executed according to your Instructions, at the desired time, or not at all.

No authentication, verification or computer security technology is completely secure or safe.

The internet or other electronic media (including without limitation electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) are an inherently unreliable form of communication, and such unreliability may be beyond the HighBlock's control.

Any information (including any document) transmitted, or communication or transactions made, over the internet or through other electronic media (including electronic devices, services of third party telecommunication service providers such as mobile phones or other handheld trading devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media.

4.9 Risks relating to timing

A Virtual Asset Transaction is binding upon completion of the steps described in these Client Terms and Conditions. Following this, the Virtual Asset Transaction will not be reversed. There is a risk that the final binding Virtual Asset Transaction does not occur at the same time as Instructions are provided. You may suffer loss due to the fact that a Virtual Asset Transaction is not carried out at the desired time.

4.10 Unauthorized access

Unauthorized third parties may access or use your Account and effect Virtual Asset Transactions without your knowledge or authorization, whether by obtaining control over another device or account used by you, or by other methods.

5. TAX RISKS

The tax treatment of Virtual Asset Transactions is uncertain and may be subject to the tax laws and regulations in the relevant jurisdiction. However, the tax treatment and accounting of Virtual Assets is an area of law and practice that is largely untested and subject to change, and may vary among different jurisdictions.

As a result, we may receive queries, notices, requests, or summons from tax authorities and may be required to provide information about Virtual Asset Transactions. The accounting profession has not established agreed upon standards and practices for auditors to obtain sufficient evidence for the existence and ownership of Virtual Assets or to determine the reasonableness of valuations. Therefore, if you are uncertain about the tax implications of your Virtual Asset Transactions, you should seek independent professional advice in case of uncertainty.

6. REGULATORY RISKS

6.1 Restrictions in certain jurisdictions

Residents, Tax residents or persons having a relevant connection with certain jurisdictions may be excluded from carrying out Virtual Asset Transactions. Changes in the Applicable Law may adversely

affect the use, transfer, exchange and value of Virtual Assets or result in you violating any legal or regulatory requirements of your applicable jurisdiction.

You are responsible for ensuring that any Virtual Asset Transaction is, and remains, lawful in case of changes to the Applicable Law, your circumstances, or residence.

6.2 Regulatory uncertainty

The regulatory regimes that govern DLT and Virtual Assets are uncertain and new regulations or policies may materially affect the development and value of the Virtual Assets. Legal and documentation risks associated with Virtual Asset Transactions include the possibility that transactions and/or their related framework arrangements may not be legally enforceable, or that the parties' conduct violates Applicable Laws and regulations. There is legal uncertainty regarding whether Virtual Assets can be considered "property" under the law, potentially affecting the nature and enforceability of your interest in such assets. Laws and regulations are also likely to evolve rapidly depending on the interest of Government Authorities and the rigor of regulations varies significantly among jurisdictions, which may also have negative impacts on the use, transfer, exchange of the Virtual Assets, and the value of the Virtual Asset may decrease or lose due to such legislative or regulatory change.

As an investor, it is your responsibility to understand and comply with the laws applicable to you or your property, rights, or assets, including any tax implications related to the Virtual Assets you trade or the leverage you provide.

6.3 Regulatory oversight from various jurisdictions

Securities are subject to legal and regulatory oversight from authorities in various jurisdictions around the world. We may receive notices, queries, warnings, requests, or rulings from one or more authorities on short notice. In some cases, we may even be ordered to suspend or terminate any action related to Securities as a whole without prior notice.

Many aspects of Securities involve untested areas of law and regulation that could be subject to new laws or regulations. As a result, it is impossible to predict the legal and regulatory outcomes of Securities in all relevant jurisdictions. This could seriously affect the planning, development, marketing, promotion, execution, or other aspects of Virtual Assets. Regulatory policies can change with or without prior notice, and any existing regulatory permissions or tolerance of Virtual Assets in any jurisdiction may be withdrawn suddenly. Cryptographic tokens and cryptocurrencies may be deemed a commodity or virtual commodity, digital asset, or even money, Securities, or currency in various jurisdictions, potentially leading to prohibitions on entering into, trading, or holding securities in certain locations. This could result in Virtual Assets being considered a regulated or restricted product. It is worth noting that there is no guarantee that Virtual Assets will maintain any particular legal or regulatory status in any jurisdiction at any time.

6.4 Transactions in other jurisdictions

When conducting transactions involving Virtual Assets issued by parties subject to foreign laws or on markets in other jurisdictions, recovery of the invested sums and any profits or gains may be reduced, delayed, or prevented by exchange controls, debt moratorium, or other actions imposed by the Government Authority or other official bodies. Therefore, before undertaking any Virtual Asset Transactions, you should ensure that you are familiar with the relevant rules or laws. It is worth noting that your local regulatory authority will not be able to enforce the rules of regulatory authorities or

markets in other jurisdictions where your Virtual Assets Transactions take place. Before trading, you should seek independent advice on the different types of redress available in your home jurisdiction and other relevant jurisdictions. If your country of residence imposes restrictions on Virtual Asset Transactions, we may be required to discontinue your access to the Account and may not be able to transfer Virtual Assets back to you or allow you to transfer Virtual Assets from the Account to yourself or others until the regulatory environment permits.

7. CONFLICTS OF INTEREST

To the extent permitted under Applicable Laws, we or other Virtual Asset Service Providers (subject to the terms agreed between you and such Virtual Asset Service Providers) may be acting as agents for you as well as principals against you. We or other relevant Virtual Asset Service Providers may facilitate the initial distribution of Virtual Assets, secondary market trading, or both, in manners similar to a traditional exchange, alternative trading system or securities broker. If these operations are not under the purview of any Government Authority, it would be difficult to detect, monitor and manage conflicts of interest.