

**PLEASE READ THE TERMS OF THIS AGREEMENT, INCLUDING THE TERMS & CONDITIONS ATTACHED AS APPENDIX A, CAREFULLY. BY CLICKING ON AN "I AGREE" BUTTON OR CHECK BOX PRESENTED WITH THESE TERMS OR, IF EARLIER, BY ACCESSING OR USING ANY SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS.**

This Agreement between you as an individual or corporation, as the case may be, and Trade.io Financial LTD binds you to the terms, conditions and agreements contained herein for the purposes of loaning your Trade Tokens to the Liquidity Pool.

By clicking "Accept" you hereby irrevocably and unconditionally agree to the following terms and their definitions:

- ▶ The **Loan Date** (defined as the date you click "Accept")
- ▶ The **Loan Amount** (defined as the number of TIOs you choose to loan, and as you may amend in the future per the Terms & Conditions, to the Liquidity Pool by clicking "Accept")
- ▶ The **Investor**, and as further defined the **Lender**, (defined as your legal and binding name, as an individual or corporation, as the case may be, as specified during the Account Creation, as hereinafter defined)
- ▶ The **Contact Information** (defined as the information you provided during the Account Creation)

By clicking "Accept" you agree to be legally bound by the incorporated Loan Agreement, including the Terms & Conditions, as if the legal terms were fully set forth therein and as hereinafter defined.

**Investor**

**<<and**

**Trade.io Financial LTD**

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**LOAN AGREEMENT**

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**This loan agreement** is made as of the Loan Date specified and by the Investor specified and previously defined.

**Please read the terms of this Agreement carefully. By clicking on an “I Agree” button or check box presented with these Terms or, if earlier, by accessing or using any Services, you agree to be legally bound by these Terms.**

## **BETWEEN**

trade.io **Investor**, a corporation or individual, as the case may be, with registered number and address as agreed in the Investors' trade.io account information as provided at the Account Creation (the **Lender**); and

**Trade.io Financial LTD**, a Cayman Islands Company, with registered number 338822, whose address is at c/o Unit 2A, 2nd Floor, Landmark Square. Earth Close, West Bay Road, PO Box 31489, Grand Cayman, Cayman Islands, KY1-1206 (the **Borrower**).

## **WHEREAS**

The borrower and the lender have authorised their entry into this agreement in order for the lender to make a daily loan of trade tokens to the borrower to be determined each day at 00:00:00 GMT.

**It is agreed** as follows:

### Definitions

1.1 Unless the context otherwise requires, the words and expressions in this Agreement shall have the following meanings:

**Account Creation** means the initial account application made to the trade.io Exchange

**Agreement** means this agreement as amended from time to time, supplemented, assigned, novated, restated or replaced.

**Business Day** means any day (other than a Saturday or a Sunday) on which banks are open for business in the Cayman Islands.

**Event of Default** means:

- (a) the Borrower fails to pay any sum payable under this Agreement when due, unless the failure to pay is the result of a remittance error which is not caused by any fault of the Borrower and the failure is remedied within 3 Business Days after the due date for payment;

- (b) any Indebtedness of the Borrower becomes payable or capable of being declared payable before its stated maturity by reason of an event of default (however described) or is not paid when due, or any encumbrances securing any Indebtedness of the Borrower becomes enforceable;
- (c) a creditor takes possession of all or any part of the business or assets of the Borrower, or any execution, attachment or other legal process is enforced against all or any part of the business or assets of the Borrower and is not discharged within 14 days or any order is made against the Borrower and is not complied with or discharged within 14 days (unless the order is subject to appeal and is contested by the Borrower in good faith);
- (d) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed or a notice is issued convening a meeting for the purpose of passing any resolution or any other step is taken for the winding-up, insolvency, bankruptcy, administration, reorganisation or reconstruction of the Borrower or for the appointment of a liquidator, administrator, administrative receiver, receiver, trustee or similar officer of the Borrower or of all or any part of its business or assets;
- (e) the Borrower stops or suspends payments to its creditors or any class of its creditors, or is unable or under applicable law is deemed to be unable or admits its inability to pay its debts as they fall due, or seeks to enter into any composition or other arrangement with its creditors or any class of its creditors or commences any process for the relief of debtors, or is declared or becomes insolvent or bankrupt; and
- (f) the Borrower ceases to carry on all or any substantial part of its business, or changes the nature or scope of its business in the opinion of the Lender, or disposes of all or any substantial part of its business or assets, or proposes to do any of the foregoing.

**Indebtedness** means any obligation (whether present or future, actual or contingent, secured or unsecured, as principal, surety or otherwise) for the payment or repayment of:

- (a) monies borrowed or raised;
- (b) any bond, note, loan stock, debenture or similar instrument;
- (c) acceptance credit, bill discounting, note purchase, factoring facilities or documentary credit facilities;

- (d) payment obligations under hire purchase agreement, conditional sale agreements and leases (whether in respect of land, machinery, equipment or otherwise);
- (e) guarantees, bonds, stand-by letters of credit or other similar instruments issued in connection with the performance of contracts;
- (f) interest rate or currency swap agreements or any other hedging instruments in respect of interest rates or currencies;
- (g) any arrangement pursuant to which any asset is to be disposed of and subsequently is to be or may be re-acquired or acquired (whether following the exercise of an option or otherwise); and
- (h) counter-indemnities, guarantees or other assurances against financial loss in respect of the liability or obligation of any person falling within any of paragraphs (a) to (g) above.

**Interest Payment Date** means the last Business Day of each three month period commencing on the last Business Day of March, June, September and December.

**Investors** means individual or corporate account holders on the trade.io Exchange whom have agree to loan their TIOs to Borrower for the LP.

**Liquidity Pool or LP** means the lending pool created by the daily loan by Lender to the Borrower

**Loan** means the loan of TIOs to the Borrower, the terms and conditions of which are set out in this Agreement.

**Loan Amount** means the daily amount of TIOs loaned to the LP by the Lender.

**Interest In Kind and IIK** means the alternative payment amount as described in the Terms & Conditions

**Interest in Kind Payment Date** means the daily payment of the IIK as described in the Terms & Conditions

**Repayment Date** means the end of each twenty-four (24) hour period and shall renew perpetually unless cancelled in writing by Borrower.

**Terms & Conditions** means the Trade.io - LP Terms of Service as signed by each Investor in the LP. The Terms & Conditions are attached as Appendix A to this

Agreement and are integral to this Agreement. In the event of a conflict, the Terms & Conditions shall rule

**Trade Tokens or TIO** means digital tokens issued by trade.io AG and sold to investors

**US Dollar and \$** means the lawful currency of the United States of America.

1.2 In this Agreement:

- (a) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule of or to this Agreement and any reference to a paragraph is to the relevant paragraph of the clause or schedule in which it appears;
- (b) the clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (c) the singular includes the plural and vice versa;
- (d) any gender includes the other gender;
- (e) references to a time of the day are to be construed as references to the Cayman Islands time unless otherwise stated;
- (f) a reference to 'continuing' in relation to an Event of Default means an Event of Default that has not been waived by the Lender in writing;
- (g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (h) references to any document or agreement are to be construed as references to such document or agreement as is in force for the time being and as amended, varied supplemented, substituted or novated from time to time.

## 2 Loan

2.1 The Lender agrees to make available to the Borrower the Loan on the terms, and subject to the conditions of this Agreement, specifically a number of TIO, loaned to the LP each twenty-four (24) hour period.

2.2 The Loan Amount shall be made available and paid in full to the Borrower each day at 00:00:00 GMT.

### **3 Purpose**

- 3.1 The Borrower shall apply the Loan Amount solely for the purpose of promoting the business of the Borrower through providing liquidity to the trade.io Exchange and any other such lawful purposes which may apply.
- 3.2 The Lender is not obliged to monitor or verify how the Loan (or any part thereof) is used by the Borrower.

### **4 Interest**

- 4.1 The Borrower shall pay interest on the Loan at the rate of 1.0% per annum.
- 4.2 Interest shall accrue daily on and from the date of this Agreement and shall be payable quarterly in arrears on:
- (a) each Interest Payment Date; and
  - (b) the Repayment Date.

### **5 Alternative Interest - Interest In Kind**

- 5.1 At the sole and absolute discretion of the Borrower, Interest in Kind may be paid in lieu of Interest. The election of IIK by the Borrower shall replace any potential Interest amounts due.
- 5.2 IIK shall be paid in the amount and manner as described in the Terms & Conditions section "13. Interest In Kind".

### **6 Lender's determination**

The determination by the Lender of any interest payable under clause 0 or 5 shall, save for manifest error, be conclusive and binding on the Borrower.

### **7 Repayment and prepayment**

- 7.1 The Borrower shall repay the Loan in full on the Repayment Date together with all unpaid accrued interest and fees and any other sums then due under this Agreement.
- 7.2 The daily Loan Amount, as determined each day at 00:00:00 GMT, shall be lent for a period of twenty-four (24) hours. The Loan Amount shall be reconciled each period and rolled-over, increased or repaid, as the case may be, to meet the new period's Loan Amount as determined by number of TIOs committed to the LP by Lender.

7.3 For the sake of this Section 7, repayment will be understood to mean the return of the TIOs lent to the Borrower by the Investors.

## **8 Payments**

8.1 All Interest payments to be made under this Agreement shall be made on the due date in US Dollars without withholding or deduction and in freely available same day funds.

8.2 All Interest In Kind payments shall be made based on the calculations in the Terms & Conditions, section "13. Interest In Kind", and shall include, but not be limited to, portions of the Borrower's net profit from the operation of the LP and portions of the net profit of the Borrower's affiliates, said net profit to be determined by the Borrower in its sole and absolute discretion.

8.3 If the due date for payment under this Agreement is not a Business Day such payment shall be made on the following Business Day.

## **9 Illegality**

9.1 If any provision hereunder is or becomes illegal, invalid or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

9.2 If a provision hereunder is or becomes illegal, invalid or unenforceable in any jurisdiction in respect of any party, that shall not affect the validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.

## **10 Event of Default**

10.1 At any time after the occurrence of an Event of Default (for whatever reason and whether within or beyond the Borrower's or the Lender's control and whether or not any Event of Default is continuing), the Lender reserves the right to demand immediate repayment of the full amount of the Loan (together with all unpaid accrued interest and fees and any other sums then due under this Agreement).

## **11 Assignment**

11.1 This Agreement shall benefit and bind the Borrower, the Lender and the Lender's respective successors and permitted assignees.



11.2 The Borrower may not assign, novate or transfer all or any of its rights or obligations under this Agreement without the Lender's written consent.

11.3 The Lender may at any time assign, novate or transfer all or any of its rights and obligations under this Agreement. Any reference to the Lender in this Agreement shall be read and construed accordingly.

## 12 Confidentiality

12.1 Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other party or of any member of the group of companies to which the other party belongs which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

12.2 The Lender may disclose to any actual or potential assignee, sub-participant or the like such information about the Borrower, or any other person or this Agreement as it thinks fit.

## 13 Notices

13.1 Any notice or other communication given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the Cayman Islands) or fax or email to the address and for the attention of the relevant party set out in clause 0 (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
- (c) in the case of registered airmail, five days from the date of posting;
- (d) in the case of fax, at the time of transmission; and
- (e) in the case of email, at the time of receipt which means at the time the email enters the receiving party's information processing system;

provided that if deemed receipt occurs before 9.00 a.m. on a Business Day the notice shall be deemed to have been received at 9.00 a.m. on that day, and if deemed receipt occurs after 5.00 p.m. on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day. For the purpose of this clause, "Business Day" means any day which is not a Saturday, a Sunday or a public holiday in the place at or which the notice is left or sent.

- 13.2 The address, fax numbers and email address for the Lender and the Borrower are as follows:

**Lender**

Address: As provided in the Account Creation

E-mail: As provided in the Account Creation

Attention: As provided in the Account Creation

**Borrower**

Address: c/o Unit 2A, 2nd Floor, Landmark Square. Earth Close, West Bay Road, PO Box 31489, Grand Cayman, Cayman Islands, KY1-1206

E-mail: support@trade.io

Attention: LP Management

or such other address, facsimile number or email address as may be notified in writing from time to time by the relevant party to the other party.

- 13.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in clause 0 (or as otherwise notified by that party hereunder) and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post or airmail letter, or that the notice was transmitted by fax to the fax number of the relevant party set out in clause 0 (or as otherwise notified by that party hereunder), or any email to the email address of the relevant party set out in clause 0.

**14 Miscellaneous**

- 14.1 No failure or delay by the Lender in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise by the Lender of any right or remedy preclude any other or further exercise of that or any other right or remedy. The rights and remedies provided for in this Agreement are

cumulative and not exclusive of any other rights or remedies which the Lender may at any time have (whether provided by law or otherwise).

14.2 Any provision of this Agreement and any Event of Default may be amended, supplemented or waived only if the Lender (and, in the case of an amendment or supplement, the Borrower) so agree in writing. Any such waiver, and any consent by the Lender under any provision of this Agreement must be in writing and may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

## 15 Counterparts

15.1 This Agreement may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same instrument.

## 16 Governing law and jurisdiction

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands.

16.2 The courts of the Cayman Islands shall have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and, accordingly, any legal action or proceedings arising out of or in connection with this Agreement ("proceedings") may be brought in those courts. The Borrower irrevocably submits to the jurisdiction of those courts and waives any objection to proceedings in such courts, whether on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum. This submission is made for the Lender's benefit and shall not limit the Lender's right to take proceedings in any other courts of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the Lender from taking proceedings in any other jurisdiction, whether concurrently or not.

**In witness** whereof the parties have caused this Agreement to be executed on the date first written above.

### **LENDER**

Signed for and on behalf of **INVESTOR**

/s/ Investor

Per agreement of the Investor this signature shall be accepted and legally binding as if personally signed.

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Signature

As Provided at Account Creation

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Print name

As Provided at Account Creation

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Title

**BORROWER**

Signed for and on behalf of **TRADE.IO FINANCIAL LTD**

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Signature

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Print name

Authorized Signatory

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Title

## APPENDIX A

### LIQUIDITY POOL TERMS OF SERVICES

These Terms of Service and any terms expressly incorporated herein (“**Terms**”) apply to any Loan Agreement entered between you and trade.io Technologies Limited (“**trade.io**”, “**we**”, “**us**” or “**our**”) on our platform through our website <https://trade.io/en> or via our mobile applications (the “**Platform**”), for the purposes of loaning TIO to the Liquidity Pool, and to any other related services provided by us (collectively, the “**Services**”).

**Please read these Terms carefully. By clicking on an “I Agree” button or check box presented with these Terms or, if earlier, by accessing or using any Services, you agree to be legally bound by these Terms.**

#### 1. INTERPRETATION

1.1 In these Terms, unless the context otherwise requires

“ <b>Affiliate</b> ”	is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity.
“ <b>AML Policy</b> ”	means our internal anti-money laundering and know your customer compliance policy which can be found at <a href="https://legal.trade.io/aml-and-identity-verification-policy/">https://legal.trade.io/aml-and-identity-verification-policy/</a> and which may be amended by us from time to time.
“ <b>Business Day</b> ”	Means a day on which trade.io Technologies Limited is open for business
“ <b>Loaned Asset</b> ”	Means TIO loaned by you to the Liquidity Pool
“ <b>Claim</b> ”	means any allegation, debt, cause of action, liability or obligation (whether actual, accrued or contingent) due or payable, Losses, claim, suit or demand of any nature howsoever arising, whether present or future, fixed or unascertained, actual or contingent.
<b>Processing Window</b>	Means the next 00:00:00 GMT following a user’s Loan Order or Withdrawal Order, which occurs a minimum of 24 hours after the Loan Order or Withdrawal Order was placed and no more than a maximum of 47 hours 59 minutes and 59 seconds after a User’s Loan Order or Withdrawal Order is placed
<b>Loan Order</b>	It is created when you enter an instruction to loan TIO to the Liquidity Pool
<b>Loan Agreement</b>	The separate agreement(s) or agreements made by you and Trade.io for the purpose of loaning TIO to the Liquidity

	Pool
<b>Withdrawal Order</b>	It is created when you enter an instruction to withdraw TIO you loaned to the Liquidity Pool and any interest in kind you may have earned by loaning TIO to the Liquidity Pool, minus applicable Crypto-Currency transaction fees, from the Liquidity Pool
<b>“Crypto-Currency”</b>	means a digital or virtual currency that uses cryptography for security.
<b>“Fee Schedule”</b>	means our fee schedule which can be found at <a href="https://www.trade.io/en/faq">https://www.trade.io/en/faq</a> and which may be amended by us from time to time.
<b>“intellectual property right”</b>	includes patents, inventions, industrial designs, internet domain names, logos, know-how, trade secrets and other confidential information, registered designs, copyrights, design rights, rights affording equivalent protection to copyright (including rights in computer software) and design rights, goodwill, topography rights, trade marks, service marks, business names, trade names, moral rights, whether registered or not (including all rights to apply for or be granted renewals, extensions and rights to claim priority from, such rights and any similar forms of protection) in force anywhere in the world, rights to use and protect confidential information and know-how, rights in the nature of unfair competition rights and rights to sue for passing-off.
<b>“Our IP”</b>	means all intellectual property rights in any of Our Materials which include but is not limited to our name, trademark, our logo, and all designs, text, graphics, pictures, information, data, software, technologies, know-how, sound and video files, other files and the selection and arrangement thereof.
<b>“Our Materials”</b>	includes the Platform, all technology, content and other materials used, displayed or provided in connection with the Services or the Platform.
<b>“Our Properties”</b>	includes Our Materials and Our IP.
<b>“Privacy Policy”</b>	means our personal data privacy policy which can be found at <a href="https://tradeio-marketing-cdn.azureedge.net/static-files/legal/Privacy%20Policy.pdf">https://tradeio-marketing-cdn.azureedge.net/static-files/legal/Privacy%20Policy.pdf</a> and our personal information collection statement which can be found at <a href="https://tradeio-marketing-cdn.azureedge.net/static-files/legal/Personal%20Information%20Collection%20Statement.pdf">https://tradeio-marketing-cdn.azureedge.net/static-files/legal/Personal%20Information%20Collection%20Statement.pdf</a> which may be amended by us from time to time.
<b>“TIO”</b>	means the Token issued by us, named Trade Tokens.
<b>“Token”</b>	means Crypto-Currency, cryptographic tokens and other digital rights or assets which are supported by us and listed

	on the Platform.
“User”	means any user of the Services.
“you” or “your”	refers to you as the User

- 1.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.3 References to Clauses and sub-Clauses are references to Clauses and sub-Clauses to these Terms.
- 1.4 The headings are inserted for convenience only and shall not affect the construction of these Terms.
- 1.5 Reference to any legislation shall include any legislation which amends, consolidates or replaces the same or which has been amended, consolidated or replaced by the same and shall include any subsidiary and subordinate legislation made under the relevant legislation.
- 1.6 “Including” or similar expressions are not words of limitation.
- 1.7 Words and expressions defined in these Terms shall have the meanings thereby attributed to them whenever the context requires.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1 You may not use the Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where:
- (a) your use of the Services would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation; or
  - (b) we have determined, at our sole discretion, to prohibit use of the Services.

We may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to this Clause 2.1. You will comply with this Clause 2.1, even if our methods to prevent use of the Services are not effective or can be bypassed.

- 2.2 We do not provide or issue to our Users any Tokens (including TIO) via the Platform. All Tokens exchanged or traded by and between the Users originate from the Users themselves.
- 2.3 Only Users can loan and/or withdraw TIO to and from the Liquidity Pool in. You must not provide access to your Account to any other party unless expressly agreed to in writing by us.

## 3. ELIGIBILITY

- 3.1 It is a precondition that our Services are only provided to those who are permitted to enter into legally binding relationships and that you are not located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation or where we have determined, at our sole discretion, to prohibit use of the Services. Therefore, if there is any reason why you are not able to enter into legally binding relationships with us for whatever reason or that you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation or where we have determined, at our sole discretion, to prohibit use of the Services, please do not use our Service.
- 3.2 By visiting, assessing or using the Platform, you hereby confirm, represent and warrant to us that you:
- (a) if you are an individual, are at least 18 years old or of other legal age, according to your relevant jurisdiction;
  - (b) have not previously been suspended or removed from using our Services;
  - (c) have the legal capacity to accept these Terms and to agree to be bound by these Terms in their entirety and that by doing so will not violate any other legal relationships;
  - (d) have provided us with accurate, true and complete information about yourself as a User;
  - (e) use our Platform with your own email and for your own benefit and do not act on behalf and/or to the interest of any other person;
  - (f) guarantee that your TIO, which you loan into the Liquidity Pool are not sold, encumbered, not in contention, or under seizure, and that neither exist any rights of third parties to your TIO;
  - (g) all funds or TIO exchanged or to be exchanged by you in the future using the Platform are not and will not be the direct or indirect proceeds of any criminal or fraudulent activity;
  - (h) are not located in, or resident of, any state, country, territory or other jurisdiction where:
    - (i) the provision or use of the Platform would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation;
    - (ii) we are not authorised to provide such a platform and/or the Services; or
    - (iii) we have determined, at our sole discretion, to prohibit use of the Services;



and that you will not use our Services and will immediately cease using those if any applicable law in your country prohibits or will prohibit you at any time from doing so or if we determine your country prohibits use of the Services;

- (i) will not use our Services or will immediately cease using those if you become a resident at any time of the state, country, territory or other jurisdiction (in accordance with such state, country, territory or other jurisdiction definition of residency), where the TIO/Token loan/withdrawal you are going to execute on the Platform are prohibited or require special approval, permit and/or authorization of any kind, which we have not obtained in that state, country, territory or jurisdiction; and
- (j) you have read, understood and agree to our AML Policy, Privacy Policy and Fee Schedule (all of which are expressly incorporated into these Terms).

3.3 Please refer to Clause 5 for a summary of some of the risks you should consider when choosing whether to use our Services.

#### **4. ACCOUNT USAGE**

4.1 You have chosen your login credentials to your Account and they allow you to access the Platform and the Services we provide. You agree to be solely responsible for maintaining the security of your Account login credentials and any device you use to access your Account.

4.2 We may from time to time, in our sole discretion, require identity verification, independent verification and other screening procedures or enhanced due diligence with respect to you or transactions associated with your Account in order to comply with our anti-money laundering and other legal obligations and our internal risk and fraud policies. You may be required to provide us with certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, photograph of your government-issued ID or other photographic proof of your identity, and information regarding your bank account. You hereby authorize us, directly or through a third party, to make any inquiries we consider necessary to verify your identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth); (b) query account information associated with your linked bank account (e.g., name or account balance); and (c) take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. We will have no liability or responsibility for any permanent or temporary inability to access or use any Services, including your inability to loan and or withdraw TIO/Tokens from your Wallet as a result of any identity verification or other screening procedures.

4.3 You will be bound by, and hereby authorize us to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your Account regardless of whether the access is

authorized or unauthorized. Upon receipt of written notice from you that the security of your Account has been compromised, we will take reasonable steps to protect your Account, including, for example, to cease to allow actions initiated using any compromised account passwords. For the avoidance of doubt, the first sentence of this Clause will continue to apply to any other account password, and any substitute password issued to replace the compromised account password.

- 4.4 We may, in our sole discretion, limit the number of Accounts that you may hold, maintain, or acquire; or limit or restrict your access to the Platform.

## 5. RISK DISCLOSURES

- 5.1 Loaning TIO the Liquidity Pool and use of other Services provided by us involves **significant risks** and potential for financial losses, including without limitation the following:

- (a) The features, functions, characteristics, operation, use and other properties of any Token (“**Token Properties**”) and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) (“**Underlying Technology**”) used to administer, create, issue, transfer, cancel, use or transact in any Token may be complex, technical or difficult to understand or evaluate.
- (b) Any Token and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the Token or its Underlying Technology (“**Attacks**”), including Attacks using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology. This may mean that technological difficulties experienced by us may prevent the access to or use of your Tokens via the Platform.
- (c) Any Token, Token Properties or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a “fork” or “rollback” of a Token or blockchain.
- (d) Any Token may be cancelled, lost or double spent, or otherwise lose all or most of their value, due to various reasons including but not limited to discovery of wrongful conduct, market manipulation, forks, rollbacks, Attacks, changes to Token Properties or perceived value of Token Properties, failure of the Token to operate as intended, suspension or cessation of support for a Token by us or other exchanges or service providers, legislative or regulatory activity, or other government action since government regulation of Tokens is unsettled and rapidly evolving, and other factors outside our control. Accordingly, you may sustain a total loss or your Tokens in your Account, and, in some cases, you may incur losses beyond such Tokens.
- (e) The risk of loss in participating in the Liquidity Pool may be substantial and losses may occur over a short period of time.

- (f) We may at any time suspend or reject your loan/withdrawal requests, suspend or cease support for Tokens or the loan/withdrawal of any Token, or suspend or terminate your access to the Services to comply with applicable laws or regulations or an order from law enforcement or other governmental authority, or for other reasons as specified in these Terms or otherwise at our sole discretion.
- (g) You may be unable to withdraw Tokens prior to us ceasing to support transfer of any such Tokens, resulting in the loss of any such Tokens remaining in your Account.
- (h) Under certain market conditions, you may find it difficult or impossible to liquidate a position. For example, there is insufficient liquidity in the market.
- (i) The price and liquidity of the Tokens has been subject to large fluctuations in the past and may be subject to large fluctuations in the future.
- (j) Transactions in Tokens may be irreversible. Accordingly, losses of Tokens due to fraudulent or accidental transactions (for example but without limitation, Tokens may be lost if they are sent to an address that is improperly formatted, contains errors, or is intended to be used for a different type of Token) may not be recoverable and some Token transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiate the transaction.
- (k) You may be prevented from sending a Loan Order, Withdrawal Order or other transaction request or your email may not be received by us or the Services, due to hardware, software or services issues (including, without limitation, Internet and other network connectivity issues) or may be lost, intercepted or altered during transmission. We shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, howsoever caused.
- (l) We have no control over any Crypto-Currency network and you understand all risks associated with utilizing any crypto asset network, including without limitation the risk of unknown vulnerabilities in or unanticipated changes to any network protocol. We are not responsible for any harm occurring as a result of such risks.
- (m) Unauthorized third parties may access or use your Account and effect transactions without your knowledge or authorization, whether by obtaining the password to your Account, obtaining control over another device or account used by you in connection with any enhanced security measures enabled for your Account, or by other methods.
- (n) In your jurisdiction, we may not be regulated as a financial institution, deposits of Tokens in your Account as well as loaning Token to the Liquidity Pool may not be considered deposits and/or loans under the laws, rules or regulations

applicable in your jurisdiction. As at the date of these Terms, market for Tokens is largely unregulated with no or little participant protection; however, this market is likely to be subject to increasing regulations in the future and you should understand the risks associated with this.

- (o) Tokens are not legal tender, are not backed by any government and your Account and value balances are not subject to deposit insurance and investor protections.
- (p) The prices of Tokens quoted on the Platform may not necessarily reflect the broader market.
- (q) The benefits of loaning assets to the Liquidity Pool are not related to the TIO Token, which is only the key to access the Pool, but only to the amounts of assets which are loaned into the Liquidity Pool and the performance of the Pool therefrom.
- (r) Users will not be provided any access to or knowledge of the operational mechanics of the Liquidity Pool and/or how its revenue streams are or are not generating profits and sustaining losses. The only such information users will be provided is whether the Liquidity Pool generates a profit or loss each day, and how much profit or loss, if any, on a daily basis.

5.2 The risks set out in this Clause 5 apply to loaning TIO and/or other assets to the Liquidity Pool on the Platform. These Terms cannot, however, disclose all the risks and other aspects associated with the Loaning of Assets to the Liquidity Pool or the use of our Services and shall not be considered as any professional advice. You should therefore carefully consider whether such activity is suitable for you in light of your circumstances and financial resources. Please seek advice from an independent financial advisor if you have any doubt.

## 6. ASSUMPTION OF RISKS AND RELEASE OF TRADE.IO

6.1 The risks described in Clause 5 may result in loss of TIO/Tokens, decrease in or loss of all value for Tokens, inability to access or transfer Tokens, inability to loan to and or withdraw TIO/Tokens from the Liquidity Pool, inability to receive financial benefits available to other Token holders, and other financial losses to you. You acknowledge and agree that you shall access our Platform and use our Services at your own risk. You hereby assume, and agree that we will have no responsibility or liability for, such risks and also any risks as disclosed in Clause 5 and any other related risks.

6.2 You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against us and all Indemnified Parties (as defined below) related to any of the risks set forth in these Terms.

6.3 Due to our internal policies, we only provide our Services to Users with sufficient experience, knowledge and understanding of the Platform and those who fully understand the associated risks. You represent and warrant that you have:

- (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Tokens that you decide to loan to the Liquidity Pool on the Platform; and
- (b) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any loan of Tokens to the Liquidity Pool on the Platform.

You accept the risk of loaning TIO/Tokens (including but not limited to the risks set out in Clause 5) by using the Services, and are responsible for conducting your own independent analysis of the risks specific to the Tokens and the Services. You should not acquire or loan any Tokens unless you have sufficient financial resources and can afford to lose all value of the Tokens.

- 6.4 Our decision to support transfer, storage or trading of any particular Token through the Services does not indicate our approval or disapproval of the Token or the integrity, security or operation of the Token or its Underlying Technology. The risks associated with Tokens and loaning Tokens to the Liquidity Pool apply notwithstanding our decision to support a particular Token.

## **7. NO OFFER OF SECURITIES**

- 7.1 We endeavour all possible measures to ensure that the Tokens that are listed on our Platform cannot be classified as “security” by the Securities and Futures Commission or the U.S. Securities and Exchange Commission or other competent national authorities. We further represent that we never intended or desired to list any Tokens that can be classified as “security”.
- 7.2 The responsibility for the fact that the Token or instrument cannot be classified as a “security” lies with the issuer of the Token. If there is any risk or speculation that a Token listed on the Platform may be treated as “security”, we reserve the right to delist such Token at our sole discretion.
- 7.3 We give no warranty and/or investment, financial, legal or any other professional advice that any Token listed on the Platform is not a “security”.

## **8. NON SOLICITATION**

- 8.1 By using any of our Services or the Platform, you acknowledge and agree that we are not your broker, intermediary, agent, or advisor and have no fiduciary relationship or obligation to you in connection with any Loan Order, Withdrawal Order, loaning of assets to the Liquidity Pool or other decisions or activities effected by you using the Services.
- 8.2 We do not provide trading or investment advice, do not have any fiduciary duty to you or any other Users and do not make any warranty about the suitability of any Token for loaning, trading or ownership by you.

- 8.3 No communication or information provided to you by us is intended as, or shall be considered or construed as, advice. You acknowledge and agree that your viewing of any information posted on the Platform does not constitute any solicitation or investment advice. You confirm that you have not received, will not receive and do not expect to receive any trading or investment advice from us or any of the Group Companies in connection with any of your Loan Order or Withdrawal Orders. Accordingly, all Loan Orders and Withdrawal Orders received through the Platform shall be considered unsolicited.

## 9. **PRIVACY POLICY**

Please refer to our Privacy Policy at <https://tradeio-marketing-cdn.azureedge.net/static-files/legal/Privacy%20Policy.pdf> and Personal Information Collection Statement at <https://tradeio-marketing-cdn.azureedge.net/static-files/legal/Personal%20Information%20Collection%20Statement.pdf> for information about how we collect, use, and share your information.

## 10. **SUPPORTED TOKENS**

- 10.1 You are only permitted to loan Tokens that we support. You can find the list of Tokens we support at <https://www.trade.io/en/faq>. We reserve the right to change the Tokens we support from time to time. Under no circumstances should you attempt to use your Wallet to store, send, request or receive Crypto-Currencies in any form that we do not support. We shall not be responsible for any loss or liability in connection with your use or attempt to use of any Wallet to store, send, request or receive Crypto-Currencies that are not Tokens.
- 10.2 We retain the right, in our sole discretion, to determine whether to support transfer, storage, loaning to the Liquidity Pool or trading of any Token using the Services, and may discontinue or terminate any support for any Token at any time for any or no reason. Unless otherwise required by law or law enforcement, we will make reasonable efforts to notify you of our decision to cease to support a Token. If we cease to support transfer, Storage or loan to the Liquidity Pool of a particular Token using the Services, we will use commercially reasonable efforts to notify you at least 5 business days prior so as to afford you with an opportunity to transfer the affected Tokens from your Wallet to your Approved Token Account. If you do not transfer the affected Tokens out of your Wallet prior to cessation of support for the Token by us, such Tokens may be lost due to your inability to access, transfer or otherwise control the Tokens. We shall not be liable to you for any losses, liability or expenses related to our decision to cease any support for any Token.

## 11. **LOANING ASSETS TO THE LIQUIDITY POOL**

- 11.1 Users can participate in the Liquidity Pool by loaning TIO to the Liquidity Pool, in accordance with the Loan Agreement, for a minimum 24-hour period, and may be paid interest in kind in return depending on the performance of the Liquidity Pool as well as various other factors, fully described below.

- 11.2 In order to participate into the Liquidity Pool, you must first issue a Loan Order of a minimum 2,500 TIO. Users are capped at a maximum aggregate loan to the Liquidity Pool of 3,000,000 TIO at any time.
- 11.3 At launch, the Liquidity Pool will consist of seed capital of up to \$50 million USD, provided by Trade.io; 50 million reserve TIO provided by Trade.io; and the TIO loaned by users to the Liquidity Pool.
- 11.4 In order to engage in a Loan Order, and thereby participate in the Liquidity Pool, you must first transfer Tokens that are supported by the Services to your Account. The Services associated with your Account include a wallet service provided by us (“**Wallet**”). The Wallet will permit you to generate one or more addresses to which Tokens may be transferred from an account, wallet or address not hosted or controlled by us (“**External Token Account**”). We may require that you verify your control over an External Token Account or satisfy other verification or screening requirements prior to enabling transfers between the applicable External Token Account and your Wallet (any such External Token Account, an “**Approved Token Account**”).
- 11.5 You may periodically at your discretion transfer from an Approved Token Account to your Wallet any Tokens that are supported for transfer, storage and trading using the Services. If you transfer to your Wallet any Crypto-Currency that is not supported by the Services, such Crypto-Currencies may be permanently lost.
- 11.6 You are required to retain in your Wallet a sufficient quantity of Tokens necessary to satisfy any open Loan Orders and applicable fees charged by us. In addition, there may be limits on the number of Tokens that you are able to withdraw from your Wallet on a daily or other periodic basis. Otherwise, you may periodically at your discretion withdraw Tokens from your Wallet by transferring Tokens from your Wallet to an address not controlled by us (“**External Address**”). We may require you to verify that any External Address to which you seek to transfer Tokens is associated with an Approved Token Account. You hereby authorize us to use your Wallet to send to any External Address specified by you using the Services, the number of Tokens specified by you using the Services. We are not able to reverse any transfers and will not have any responsibility or liability if you have instructed us to send Tokens to an address that is incorrect, improperly formatted, erroneous or intended for a different type of Token.
- 11.7 You will be responsible for:
- (a) paying all fees charged by any third party service provider associated with any External Token Account (including the Approved Token Account(s)) or External Address as well as for paying any fees charged by us for any transfers;
  - (b) ensuring that any inbound and outbound transfers are handled in compliance with our requirements, third party service provider requirements or Token requirements;
  - (c) ensuring that the address to which any Tokens are to be transferred is properly formatted and suitable for the type of Token being transferred; and

- (d) ensuring that there are no errors in any of the transfer instructions you provide using the Services.
- 11.8 In the event you fail to comply with any requirements of Clause 11.4, the transferred Tokens may be permanently lost. The timing for completing any transfer will depend on third party actions that are outside our control and we make no guarantee regarding the amount of time it may take to complete any transfer. We may impose limits on the amount of any inbound or outbound transfers, or suspend or terminate the ability to transfer Tokens into or out of your Wallet in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at our sole discretion.
- 11.9 When you enter a:
- (a) Loan Order, you authorize us to execute a transfer of all of the Tokens specified in your Loan Order from your Wallet to the Liquidity Pool, in accordance with the Loan Agreement executed . The transfer will take place at the next Processing Window following the Loan Order;
  - (b) Withdrawal Order, you authorize us to execute a Transfer of all of the Tokens specified in your Withdrawal Order from the Liquidity Pool to your Wallet, which may or may not include any interest in kind Tokens you may have earned by your participation in the Liquidity Pool, minus any cryptocurrency transaction fees necessary to effect that transfer. You agree to pay any and all cryptocurrency transaction fees necessary to effect the Withdrawal Order and authorize us to deduct any such fees from your TIO and/or interest in kind Tokens requested in the Withdrawal Order. It is expressly understood that such fees can and may reduce the value of the TIO and/or interest in kind Tokens subject of the Withdrawal Order to less than the user's initial loan to the Liquidity Pool, including reducing the value to \$0.00USD. The Withdrawal Order will take place at the next Processing Window following the Withdrawal Order.
- 11.10 It is your sole responsibility to access your Account and review your Account of any Loan Order and/or Withdrawal Order you have made on a regular basis. Every transaction indicated or referred to in your Account or other Communication shall be deemed and treated as authorised and correct as ratified and confirmed by you unless we receive written notice to the contrary within 5 Business Days from the completion of the transaction.

## 12. LOAN ORDERS

- 12.1 Before a Loan Order is placed, the Services will generate and display a confirmation dialogue box summarizing the details of the proposed transaction, including type and amount of Tokens you are seeking to loan to the Liquidity Pool, and the total number and type of Tokens that will be transferred out of your Wallet if the entire Loan Order were to be executed. Your Loan Order will be placed upon your confirmation of the Loan Order summary and your execution of the Loan Agreement via the Services. Notwithstanding the foregoing, you agree that the failure of the Services to provide the



summary, Loan Agreement or confirmation of a Loan Order shall not prejudice or invalidate any Loan Order submitted by you or any Loan Order completed based on such Loan Order.

- 12.2 Upon placement of a Loan Order, your Account will be updated to reflect the open Loan Order and your Loan Order will be recorded in our order book. The Services will execute a Loan Order and the amount of Tokens stated in the Loan Order will be transferred from your Wallet to the Liquidity Pool's Wallet at the next Processing Window. Upon execution of a Loan Order, your Account will be updated to reflect that the Loan Order has either been closed due to having been fully executed, or updated to reflect any partial fulfilment of the Loan Order, such as in the case where executing the order would exceed a user's maximum aggregate loan limit into the Liquidity Pool. Loan Orders will remain open until executed. For purposes of effectuating a Loan Order, you authorize us to take complete control and ownership of the Tokens that you are loaning to the Liquidity Pool in the Loan Order.
- 12.3 Once a Loan Order is executed, the user's TIO loaned to the Liquidity Pool by that Loan Order will remain in the Liquidity Pool until a user submits a Withdrawal Order to withdraw the loaned TIO and that Withdrawal Order is executed at the next Processing Window. The TIO loaned to the Liquidity Pool by that Loan Order cannot, under any circumstances, be withdrawn from the Liquidity Pool by the User until a Withdrawal Order is made and executed at the next Processing Window. You cannot cancel a Loan Order once made under any circumstances.
- 12.4 If you have an insufficient amount of Tokens in your Wallet to fulfil a Loan Order, we may cancel the entire Loan Order or may fulfil a partial Loan Order that can be covered by the Tokens in your Wallet (after deducting any fees payable to us in connection with the Loan Order).
- 12.5 Notwithstanding any provision to the contrary in these terms and the Loan Agreement as may be revised from time to time, the User agrees that with respect to ALL of the User's TIO loaned to the Liquidity Pool that now or in the future is in Trade.io's possession and/or control, Trade.io shall have all of the incidents of ownership of the Loaned Assets, include the right to transfer the Loaned Assets to others. Additionally, Trade.io may:
- (a) On a title transfer basis borrow for itself and as principal in return either for itself and as principal in return either for Trade.io providing such TIO or Trade.io's on-holding for the duration of such borrowing any TIO Trade.io may receive from User
  - (b) Create, to the maximum extent permitted by law, over said TIO any encumbrance in favour of a third party by way of security, re-security, charge, re-charge, pledge, re-pledge, by hypothecation, re-hypothecation or otherwise secure Trade.io's obligations to a third party account (if pledged or hypothecated otherwise than on a pool basis and otherwise for an amount that does not exceed the aggregate amounts loaned by all User's into the Liquidity Pool;

- (c) To the maximum extent permitted by law assign, invest, use or otherwise dispose of said TIO for Trade.io's own benefit either separately or together with TIO provided by other User's and/parties

### 13. INTEREST IN KIND

- 13.1 In exchange for loaning TIO to the Liquidity Pool, you may receive interest in kind from Trade.io.
- 13.2 Any interest you may receive is based upon the following factors: how much TIO you loan to the Liquidity Pool, how many other users loan TIO to the Liquidity Pool and how much TIO each other user loans, and what revenues the Liquidity Pool generates on a daily basis. Interest is in no way guaranteed.
- 13.3 50 % of the funds generated from Trade.io's operation of the Liquidity Pool will be distributed to User participants in the form of interest. The amount of TIO loaned to the Pool by a User shall determine that User's Tier level of participation in the Pool and potential interest payout by the following formula: (Daily Liquidity Pool Return x 50%) x (loaned TIO/Total Liquidity Pool TIO) x User Tier Level Sharing % [per chart below]. The following table illustrates the available User Tiers by amount of TIO loaned to the Liquidity Pool and, purely by example, a hypothetical interest payout:

Tokens in Pool – Loan Amount	\$50,000,000			
LP Interest Accumulated – Not Including Original Loan Amount	\$50,000,000			
50% Interest – Distributed to LP Participants	\$25,000,000			
User TIO Loan Tier	Tier % Multiplier	If I have X Tokens	My % Pool	Return
Tier 1 - 2,500	10 %	3,000	0.006%	\$150
Tier 2 - 5,000	20 %	5,500	0.011%	\$550
Tier 3 - 7,500	30 %	8,000	0.016%	\$1,200
Tier 4 - 10,000	40 %	10,500	0.021%	\$2,100
Tier 5 - 12,500	50 %	13,000	0.026%	\$3,250
Tier 6 - 15,000	60 %	15,500	0.031%	\$4,650
Tier 7 - 17,500	70 %	18,000	0.036%	\$6,300
Tier 8 - 20,000	80 %	20,500	0.041%	\$8,200
Tier 9 - 22,500	90 %	23,000	0.046%	\$10,350
Tier 10 - 25,000	110 %	25,500	0.051%	\$14,025

- 13.4 Trade.io may change the User Tier Levels outlined in Section 13.3 depending on the market rate of TIO or any other asset in the Liquidity Pool. Trade.io reserves the right to change the User Tiers at any time without advanced notification.
- 13.5 The total value of assets contributed to the Liquidity Pool and the overall Liquidity Pool value will be calculated by Trade.io using that day's price average as determined by Trade.io.
- 13.6 Trade.io reserve the right to implement asset multipliers to the Liquidity Pool, in addition to the User Tiers outlined above, in its sole discretion in order to increase contribution of that asset to the pool
- 13.7 The maximum amount of TIO that can be loaned to the Liquidity Pool by a single user is 3 million TIO. Trade.io reserves the right to limit or restrict any user or account it deems as abusive or disruptive to the operation of the pool.
- 13.8 To potentially receive interest in kind, a User must loan TIO to the Liquidity Pool for a minimum 24 hour period. Payouts of interest will be made daily at the next Processing Window by book-entry to a User's Account in the form of the various assets that have been generated from the utilized loaned assets in the Liquidity Pool on the Trade.io exchange platform. This includes, BTC, ETH, and other cryptocurrencies depending on the accumulated asset during that day's Liquidity Pool loan utilization. Trade.io issues interest payouts in cryptocurrencies used by the Liquidity Pool rather than TIO because there is a finite supply of TIO and the Liquidity Pool is only generating specific cryptocurrency assets during that day's utilization. Digital transfer of the User's TIO and any accumulated interest, minus applicable cryptocurrency transfer fees, shall be made from the Liquidity Pool's Wallet to the User's Wallet only after a Withdrawal Order is issued by a User and executed at the next Processing Window.
- 13.9 To protect you and other users participating in the Liquidity Pool, Trade.io will operate a dynamic high water mark system for the payment of interest in kind. No interest shall be paid to users participating in the Liquidity Pool until the Liquidity Pool generates a profit. The dynamic high water mark will be established at a certain threshold that Trade.io will exclusively determine, and thereafter be modified by Trade.io on a daily basis based on the performance of the Liquidity Pool. Interest in kind will be distributed each day the Liquidity Pool generates a profit as determined by the dynamic high water mark:
- (a) Purely by way of example, assume the Liquidity Pool has \$100.00 of assets on day 1. If at the end of day 1, the Liquidity Pool generates \$10.00 of profit, and then has total assets of \$110.00, user's will be paid interest in kind based on that \$10.00 profit and the dynamic high water mark will then be set to \$110.00. If at the end of day 2, the Liquidity Pool suffers a \$5.00 loss, and then has total assets of \$105.00, no interest in kind will be paid to users for that day and the dynamic high water mark will remain at \$110.00. If at the end of day 3, the Liquidity Pool generates \$10.00 of profit, and then has total assets of \$115.00, users will be paid interest in kind for that day based *only* on the \$5.00 profit over and above the

\$110.00 dynamic high water mark. At the end of day 3, the dynamic high water mark will then be modified to \$115.00.

## 14. WITHDRAWAL ORDER

- 14.1 A “**Withdrawal Order**” is an order where the User requests to withdraw a sum certain of TIO from the Liquidity Pool, which that User previously loaned to the Liquidity Pool, and any interest in kind Tokens accrued in accordance with Section 13 above, minus applicable cryptocurrency transfer fees.
- 14.2 Before a Withdrawal Order is placed, the Services will generate and display a confirmation dialogue box summarizing the details of the proposed transaction, including the amount of TIO you are seeking to withdraw from the Liquidity Pool, the amount of interest in kind Tokens, if any, you are seeking to withdraw from the Liquidity Pool in accordance with Section 13 above, an estimate of cryptocurrency transaction fees applicable to effect a digital transfer of Tokens to the User’s Wallet, and a final amount of TIO and/or Tokens after deducting such transaction fees therefrom that will be transferred to the User’s Wallet at the next Processing Window. The cryptocurrency transaction fees applicable can and may change from the time the Withdrawal Order is issued and the next processing window when the withdrawal order is executed. It is expressly understood that Trade.io has no control over these fees. Your Withdrawal Order will be placed upon your confirmation of the Withdrawal Order summary via the Services. Notwithstanding the foregoing, you agree that the failure of the Services to provide the summary or confirmation of a Withdrawal Order shall not prejudice or invalidate any Withdrawal Order submitted by you or any Withdrawal Order completed based on such Withdrawal Order.
- 14.3 Upon placement of a Withdrawal Order, your Account will be updated to reflect the open Withdrawal Order and your Withdrawal Order will be recorded by Trade.io by book entry. At the next Processing Window, digital transfer of the TIO and/or Tokens, if any, as outlined in Section 14.2 above, will be transferred to your Wallet. Upon execution of a Withdrawal Order, your Account will be updated to reflect that the Withdrawal Order has been closed due to having been fully executed. Withdrawal Orders will remain open until fully executed at the next Processing Window. Should a Withdrawal Order reduce your participation in the Liquidity Pool below the minimum loan of 2,500 TIO, all of your remaining TIO below this threshold shall be transferred, including any and all interest accrued in accordance with Section 13 above, subject to any cryptocurrency transaction fees, to the your Wallet and your participation in the Liquidity Pool will be terminated unless and until you issue a Loan Order for a least a 2,500 TIO into the Liquidity Pool, which is then executed at the next Processing Window.
- 14.4 When you issue a Withdrawal Order you agree to pay any and all cryptocurrency transaction fees necessary to effect the Withdrawal Order and authorize us to deduct any such fees from your TIO and/or interest in kind Tokens requested in the Withdrawal Order. It is expressly understood that such fees can and may reduce the value of the TIO and any interest in kind Tokens subject of the Withdrawal Order to less than the user’s

loan into the Liquidity Pool, including reducing the value to \$0.00USD. Should the cryptocurrency transaction fees incurred with the Withdrawal Order exceed the value of the Tokens subject of the Withdrawal Order, the Services will generate and display a confirmation dialogue box stating that this is the case and the Withdrawal Order will not be processed. It is further understood that cryptocurrency transaction fees are not within the control of Trade.io and shall be calculated by Trade.io at the prevailing transaction fee for the specific cryptocurrency that is subject to the Withdrawal Order at the time of the Processing Window.

## **15. TRADE.IO AS FRONTLINE RISK CAPITAL**

- 15.1 Trade.io will act as the frontline risk capital for the Liquidity Pool providing seed capital into the Pool of up to \$50 million USD at the Pool's launch. Trade.io will also provide a deposit of 50 million reserve TIO into the Liquidity Pool at launch to further cover user participant's risks and provide additional liquidity to the Pool.
- 15.2 Should the Liquidity Pool suffer losses, the assets of the Liquidity Pool, including Loaned Assets, will be exhausted in the following order: (1) the seed capital deposited into the Pool by Trade.io at launch, up to \$50 million USD; (2) the 50 million reserve TIO deposited into the Pool by Trade.io at launch; and finally (3) TIO loaned to the Pool by you and other users.
- 15.3 You acknowledge that should losses be suffered, your loan of TIO and any interest in kind earned therefrom in accordance with Section 13 can be lost, including reducing your loan of TIO into the Liquidity Pool below the loaned amount and down to and including zero.
- 15.4 Trade.io reserve the right to make additional deposits of capital including USD and/or TIO the Liquidity Pool, at any time without advance notice to you, but in no way shall be required to do so.

## **16. TIMING OF EXECUTION OF LOAN ORDERS AND WITHDRAWAL ORDERS**

We will use our reasonable endeavours to provide you with our Services in accordance with the timetable set out in these Terms or on the Site. You acknowledge and accept that any dates given by us are estimates only and that delivery of the Services (such as execution of a Loan Order or Withdrawal Order) will be dependent upon many factors that are beyond our reasonable control.

## **17. FEES**

You agree to pay all cryptocurrency transaction fees required to execute a Withdrawal Order that includes interest earned by you in Tokens other than TIO and authorize us to deduct any such fees from your TIO and interest in kind Tokens requested in the Withdrawal Order. It is expressly understood that such fees can and may reduce the value of the TIO loaned to the Pool and any interest in kind subject of the Withdrawal Order to less than your loan into the Liquidity Pool, including reducing the value to

\$0.00USD. It is further understood that cryptocurrency transaction fees are not within the control of Trade.io and shall be calculated at the prevailing fee for the specific cryptocurrency that is subject to the Withdrawal Order at the time of the Processing Window by Trade.io.

## 18. CONDITIONS AND RESTRICTIONS

18.1 We may, at any time and in its sole discretion, refuse any Loan Order, Withdrawal Order or other transaction request submitted via the Services, impose limits on the amounts of Loan Orders and Withdrawal Orders that can be completed on a daily or other periodic basis or impose any other conditions or restrictions upon your use of the Services, without prior notice. For example, we may: (a) limit the number of open Loan Orders or Withdrawal Orders that you can establish via the Services; (b) restrict transaction requests from certain locations; or (c) restrict transactions if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if we receive reasonable notice that your ownership of some or all of the Tokens in your Account is in dispute.

## 19. VIOLATIONS

19.1 By using our Services, you agree not to:

- (a) violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the Services;
- (b) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- (c) use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- (d) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Services or to extract data from or introduce any malware, virus, trojan worms, logic bombs, or other harmful material to the Platform;
- (e) use or attempt to use another User's account without authorization;
- (f) attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Services that you are not authorized to access;
- (g) develop any third-party applications that interact with our Services without our prior written consent, or unless otherwise agreed;
- (h) provide false, inaccurate, or misleading information;
- (i) post content or communications on the Platform that are, in our sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent,

lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise inappropriate or objectionable;

- (j) post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick other Users;
- (k) post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, identification numbers and credit card numbers; and
- (l) encourage or induce any third party to engage in any of the activities prohibited under this Clause.

## **20. CHANGES OR SUSPENSION OF SERVICE, TERMINATION OF YOUR ACCOUNT**

20.1 You may terminate your Account with us at any time by providing us with a written notice by email at [support@trade.io](mailto:support@trade.io) from your registered email address linked to your Account.

20.2 We may, in our sole discretion and without any liability to you, with or without prior notice to you, with immediate effect:

- (a) refuse to complete or block, cancel or reverse a Loan Order or Withdrawal Order you have authorized;
- (b) suspend, restrict or terminate your access to any or all of our Services; and/or
- (c) deactivate or terminate your Account,

if any of the following events occur:

- (i) inactivity of your Account for more than 12 months;
- (ii) we are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
- (iii) we reasonably suspect you of acting in breach of any of these Terms;
- (iv) we have concerns that a transaction is erroneous or about the security of your Account or we suspect that our Services are being used in a fraudulent or unauthorised manner;
- (v) we suspect that your Tokens or the funds you exchange on our Platform are direct or indirect proceeds of any criminal or fraudulent activity or that you or

your Account is associated with any other money laundering, terrorist financing, or any other financial crime;

- (vi) use of your Account is subject to any pending litigation, investigation, government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;
- (vii) you take any action that may circumvent our controls such as opening multiple Accounts with us or abusing promotions which we may offer from time to time; and/or
- (viii) if you have insufficient Tokens in your Wallet to cover the Loan Order or Withdrawal Order and associated fees at the time that we receive a Loan Order or Withdrawal Order.

20.3 We may suspend, restrict, or terminate your access to any or all of the Services and/or deactivate or terminate your Account without any reason and without prior notice.

20.4 In addition, we may, at our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any Services.

20.5 Further, we reserve the right to reverse and/or cancel any Loan Order or Withdrawal Order in the event there is any disruption or malfunction in the operation of any electronic communications, trading facilities, storage facilities, recording mechanisms or other components of or integral to the Platform or your Tokens or funds or there is any other severe business disruption to the Platform, its systems or to your Tokens or funds, where the nullification or transactions may be necessary for the maintenance of a fair and orderly market or for the protection of you and the public interest. If such disruption or malfunction occurs, one of our representatives may review the affected Loan Order or Withdrawal Order made by you during the disruption or malfunction and declare such Loan Order or Withdrawal Order null and void.

20.6 If we refuse to complete a Loan Order or Withdrawal Order and/or suspend or terminate your Account and/or terminate your use of our Services, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal of, suspension or termination and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or termination.

20.7 We shall not be liable for any losses suffered by you resulting from any modification of any Services or from any suspension or termination of your access to all or a portion of any Services or termination of your Account (whether pursuant to this Clause 19 or for any other reason). If and when Services resume and we have not terminated your Account, you acknowledge that Token valuations and exchange rates may differ significantly from the valuations and rates prior to such event and that we are under no obligation to allow you to reinstate a Loan Order or Withdrawal Order at the same price



or on the same terms as the suspended, reversed or cancelled Loan Order or Withdrawal Order.

## 21. EFFECT OF TERMINATION

- 21.1 In the event of discontinuation of all Services or other termination of your right to access all Services or termination of your Account:
- (a) all amounts payable by you to us will immediately become due and you agree that we have the right to deduct such number of Tokens from your Wallet to settle your outstanding fees owed to us, including any cryptocurrency transaction fees necessary to transfer Token from the Liquidity Pool to your Wallet;
  - (b) we may delete or deactivate your Account and all related information and files in such Account without liability to you; and
  - (c) we may cancel any open Loan Order or Withdrawal Order or other transaction requests that are pending at the time of discontinuation or termination.
- 21.2 In the event of discontinuation or termination of all Services or Accounts or discontinuation or termination of transfer or storage Services for all or some Tokens, we will use commercially reasonable efforts, unless prohibited in order to comply with applicable laws or regulations or by order of law enforcement or other governmental authority, to transfer Tokens to your Wallet.
- 21.3 Termination of your Account, discontinuation of all Services or other termination of your right to access all Services will not affect any rights and obligations incurred prior to the date of such termination.
- 21.4 You shall be responsible for any fees, charges, expenses, costs or obligations (including without limitation legal costs, court fees or transfer costs of Tokens) incurred or associated with the termination of your Account, discontinuation of all Services or other termination of your right to access all Services including any outstanding fees incurred by you prior to such termination or discontinuation. In the event such fees, charges, expenses, costs or obligations exceed the value in your Account or that we are unable to deduct such fees, charges, expenses, costs or obligations from your Account for any reason whatsoever, you agree to reimburse us promptly upon our demand.

## 22. INTELLECTUAL PROPERTY RIGHTS

- 22.1 You acknowledge that Our Properties belong and shall continue to belong to us. All our rights are reserved. Our Properties are protected by copyright and other applicable intellectual property laws and regulations. Nothing in these Terms should be construed as granting any licence to or right to use any of Our IP without our express written consent. Any unauthorised use of Our Properties is strictly prohibited and may result in us taking necessary actions against such unauthorised use.
- 22.2 We hereby grant you a limited, non-assignable, non-exclusive and non-sublicensable, worldwide, royalty free licence to use our Platform and access the data and other

informational content through the Platform consistent with the use of the Services for as long as we permit you to continue to access the Services. All other uses are prohibited. All rights in and to Our Properties, and not granted herein, are reserved.

- 22.3 You agree that you will only use the Platform as an online TIO lending platform, whereby you can solely and exclusively lend us TIO for use in the Liquidity Pool, and not for any other lawful or unlawful purposes.
- 22.4 By using our Services, you will not:
- (a) modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, resell, lease, lend, share, distribute or create derivative works of or otherwise permit any third party to use the Services or Our Properties, or any portion thereof;
  - (b) frame, display or incorporate the Services or Our Properties or any portion thereof in any website or any other work of authorship;
  - (c) decompile, disassemble, reverse engineer or attempt to discover the source code of the Services or Our Properties or any portion thereof;
  - (d) use the Services or Our Properties to design, develop or create any competing product or service; or
  - (e) otherwise use the Services or Our Properties for any commercial or non-commercial purpose other than their intended purposes determined at our discretion.
- 22.5 You acknowledge and agree that “trade.io”, any product or service names, logos, and other marks used on the Platform, or otherwise in connection with the Services, are trademarks owned by us or our licensors. You may not copy, imitate or use them without our prior written consent.
- 22.6 In the event you provide any feedback, suggestions, ideas, or other information or materials regarding us or the Services, whether they are provided by email, posting through the Services or otherwise (collectively, the “**User Ideas**”), such User Ideas belong and shall continue to belong to us. You hereby assign to us all your rights, title and interest in such User Ideas together with all associated intellectual property rights. You agree that you will not receive any acknowledgement or compensation based on any User Ideas or any modifications made to the Platform or the Services based on the User Ideas and you hereby waive any claim thereof.
- 22.7 In the event you provide any other text, information, data, materials, images or other content that is not User Ideas owned by us (“**User Information**”), you hereby grant us a sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide and royalty free licence to use, copy, modify, create derivative works of, display, perform, publish and distribute the User Information, in any form, medium or manner. You represent and warrant that you own or have the right to grant the rights and licences of the User Information and that the use of the User Information in whichever manner we choose to shall not violate, misappropriate or infringe on the rights of any third party.

22.8 We have the sole discretion to remove any User Ideas or User Information from the Platform for any reason.

### 23. **THIRD-PARTY CONTENT**

The Platform may link to other websites operated by or content provided by third parties (“**Third-Party Content**”). We have no control over nor do we endorse or adopt any Third-Party Content. Your use of the Third-Party Content and your interaction with such third parties are at your own risk. We shall not be responsible for any Third-Party Content whether or not it is misleading, inaccurate, incomplete, offensive, erroneous, indecent or otherwise objectionable. Your dealings (whether personal or business) or correspondence with such third parties are solely between you and them and we are not responsible nor liable for any loss or damage of any sort incurred as a result of any such dealings or correspondence.

### 24. **DISCLAIMER**

24.1 To the maximum extent permitted under applicable law, the Platform and the Services provided by us are on an “as is” and “as available” basis. We expressly disclaim, and you waive, any and all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from the course of performance, course of dealing or usage in trade. Without limiting the foregoing, we do not represent or warrant that the Platform or the Services provided by us are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

24.2 You acknowledge that information that you store or transfer through our Service may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including without limitation, software failures, viruses or other harmful materials, protocol changes by third party providers, internet outages, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside of our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our Services.

24.3 Due to our reliance on third party data suppliers and telecommunication and internet services, over which we have no direct control, we make no warranties in respect of the accuracy, suitability for purpose or requirements and/or uninterrupted availability of the Services. Accordingly, we shall not be liable to you or any party:

- (a) for any accuracy, completeness, timeliness or correct order of information;
- (b) for any changes or updates to these Terms (including without limitation to our fees or AML Policy) with or without notice;
- (c) for any decision you make or action you take by relying on any information on the Platform;
- (d) for any Loan Order, Withdrawal Order or any other transaction that is completed on the Platform;

- (e) for any Loan Order, Withdrawal Order or any other transaction that you initiate or attempt that is not completed;
  - (f) for the price of cryptocurrency transaction fees associated with executing a Withdrawal Order and/or digital transfer of any interest earned by you, under Section 13, to your Wallet
  - (g) whether or not you are able to Loan TIO into the Liquidity Pool or withdraw TIO and/or any interest earned by you under Section 13 from the Liquidity Pool; and/or
  - (h) if the use, ownership, loaning of TIO to us and/or withdrawal of Tokens earned in interest under Section 13 becomes illegal or impermissible due to any law, rule, regulation, action, enforcement or order in your or our jurisdiction.
- 24.4 The disclaimer of implied warranties contained in this Clause 24 may not apply if and to the extent it is prohibited by applicable law of the jurisdiction in which you reside.
- 24.5 In addition, in no event shall we or any of the Indemnified Parties be liable for any incidental, direct, indirect, special, punitive, consequential, exemplary, reliance damages or similar damages whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit), costs (including legal costs, professional advisers', experts' and consultants' fees and costs of investigation, defence, appeal, enforcement and remediation), expenses, disbursements and other liabilities in any case of any nature whatsoever (collectively, the “**Losses**”), whether foreseeable or unforeseeable, arising out of or in connection with:
- (a) with the existence, furnishing, functioning or your use of the Platform or the Services or the non-performance of the Services or any other item provided by or on behalf of us;
  - (b) any act or omission in connection with your accessing the Platform and/or using the Services;
  - (c) any inaccuracies or incompleteness, delays, interruptions, errors or omissions, including (to the extent permissible by law), but not limited to, those arising from our or our Group Companies or our Affiliates' negligence or recklessness, or contingencies beyond our or their control in procuring, compiling, interpreting, computing, reporting or delivering the Platform, the Services thereon or the information therein;
  - (d) any failure or delay relating to the funds transfer caused by (or as a result of any action taken or omission of) any bank and/or financial institution;
  - (e) any failure or delay relating to the Tokens transfer caused by any third party service operators;
  - (f) any transmission of any viruses, spyware, worms, Trojan horses or other malware which may infect a User's equipment;

- (g) any disruption or malfunction of the Platform or the Services which prevents us from fulfilling our obligations under these Terms (including but not limited to any failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems);
- (h) any unauthorized access, theft, operator errors, hacks, cyber-attacks, spoofing, phishing or other attacks; and/or
- (i) any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond our reasonable control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, employee strikes, accident, action of government, communications, power failure, or equipment or software malfunction;

even if we have already been advised of the possibility of such damages.

- 24.6 Notwithstanding any provision in this Clause 24, if a court or tribunal of competent jurisdiction finds us liable for any Losses, in contract, tort, or other legal or equitable causes of action or theories, arising out of or in connection with the Platform or the Services or the non-performance of the Services or our breach of these Terms, you agree that our liability in respect of any Claim shall be limited to those actual and direct damages which are reasonably incurred by you and our maximum aggregate liability in respect of all Claims shall not exceed the total fees paid by you under these Terms over the 1 months prior to the date on which the liability accrued.
- 24.7 To the extent that a court or tribunal of competent jurisdiction holds any portion of the limitation of liability or waivers in these Terms (and in particular in this Clause 24) to be unenforceable under the governing law of these Terms, such provisions shall be enforceable to the maximum extent permitted by such law.

## 25. INDEMNIFICATION

- 25.1 You shall compensate and defend, indemnify, and hold harmless us, our Affiliates, our Group Companies and our and their respective shareholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers and contractors and each of their respective successors, assigns, heirs and legal personal representatives (collectively, “**Indemnified Parties**” and each an “**Indemnified Party**”) and keep each Indemnified Party indemnified against any claim, demand, lawsuit, action, proceeding, investigation, liability, damages, whether direct, indirect, consequential or special, and any other damages of any kind (including without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit), loss, cost or expense (including without limitation reasonable legal fees) howsoever incurred by us arising out of or relating to:
- (a) our provision of any of the Services to you pursuant to these Terms, whether or not arising from or in connection with your use or improper use of such Services, or conduct or improper conduct in connection with, the Services;

- (b) your use of any of the Services or your access of the Platform;
- (c) any User Ideas or User Information you provide;
- (d) your violation of any of these Terms and/or the Indemnified Party's enforcement thereof;
- (e) your violation of any applicable law or the rights of any other person or entity;
- (f) your violation of any of the rules of any Competition that you have participated in; or
- (g) invalidity or breach of any representations, warranties or covenants given by the holder of any Competition you have participated in.

25.2 If you are obligated to indemnify any Indemnified Party, we (or, at our discretion, the applicable Indemnified Party) will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms.

## 26. REMEDIES

Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of these Terms by you. Accordingly, in addition to any other remedies that may be available, in law, in equity or otherwise, we shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of these Terms or continuation of such breach by you, without the necessity of proving actual damages.

## 27. SURVIVAL

27.1 Clauses 1, 2, 3, 4, 5, 6, 7, 8, 9, 17, 18, 19, 20, 21, 22, 24, 25, 26, 29, 31, 32, 34, 37, 40 will survive any termination of your access to the Services or any termination of your Account.

## 28. ELECTRONIC NOTICES

28.1 We provide all communications, agreements, documents, receipts, notices, and disclosures (collectively, "**Communications**") in connection with these Terms, your Account or any Services to our Users electronically. You consent to receive electronically all such Communications and that we may provide them to you by posting them via the Services, by emailing them to you at the email address you provide, sending them using an app or other messaging service to your account on the app or messaging service,

and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data, and other rates and fees may apply to any mobile Communications. Please maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us to request additional electronic copies of Communications or, for a fee as stated in our Fee Schedule, paper copies of Communications by filing a request at support@trade.io. If you request for paper copies of Communication, please send your request to us within five (5) days of receiving the electronic Communication. Please make sure you have provided us with your current street address otherwise we will use the address we have on file or if we don't have your address on file, we will not be able to provide you with any paper copies of Communication.

- 28.2 You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to us at support@trade.io. If you decline or withdraw consent to receive electronic Communications, we may suspend or terminate your use of the Services.
- 28.3 If we send you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add us to your email address book so that you will be able to receive the Communications we send to you. If your email address or mobile phone number becomes invalid such that electronic Communications we sent to you are returned, we may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.
- 28.4 It is your responsibility to keep your email address and/or mobile phone number on our file up to date so that we may communicate with you electronically. You must inform us, without undue delay, of any changes to your email address and/or mobile phone number. You can update your email address, mobile phone number, or street address at any time by filing a request at support@trade.io.

## 29. RECORDING OR ARCHIVING

You agree that we are permitted to record any conversation you had with us on the telephone or mobile phone or any electronic Communications you had with us and that we are permitted to archive all online transactions, Communications and information relating to your Account and/or your use of the Platform and our Services.

## 30. MODIFICATION OF TERMS

We may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Services, or updating these Terms on our Platform. By clicking on an "I Agree" button or checkbox presented with the modified Terms, or by continuing to access or use of the Services, you confirm your agreement to

the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services. Please frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. If you have any question regarding the use of the Platform or Services, please contact our Support Team by filing a support request at [support@trade.io](mailto:support@trade.io).

## **31. DISPUTE RESOLUTION**

- 31.1 Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either you or Trade.io seek to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Trade.io
- (a) Waiver your and Trade.io’s respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court, and
  - (b) Waiver your and Trade.io’s respective rights to a jury trial. Instead, you and Trade.io will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- 31.2 Any Dispute arising out of or related to these Terms is personal to you and Trade.io and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. To the full extent permitted by applicable law, any and all Disputes shall be referred to and finally resolved by arbitration on the Cayman Islands, in accordance with its rules, which rules are deemed to be incorporated in this clause. The seat of the arbitration shall be the Cayman Islands. The number of arbitrators shall be three. The language of the arbitration shall be English.

## **32. GOVERNING LAW**

- 32.1 The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of the Cayman Islands without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of Our IP in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, courts of the Cayman Islands will have exclusive jurisdiction. You irrevocably submit to the jurisdiction of those courts and waive any objection to proceedings in those courts, whether on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.



32.2 You agree that all Loan Orders, Withdrawal Orders, and/or withdrawals of any Tokens on the Platform and contemplated according to these Terms are deemed to have occurred in the Cayman Islands and be subject to the internal laws of the Cayman Islands without regards to its conflicts of laws provisions.

### **33. ACCURACY OF INFORMATION.**

You must provide any information required by any screen displayed within the Services. You represent and warrant that all information you provide via the Services is accurate and complete.

### **34. COMPLIANCE WITH LAW; TAXES.**

You are responsible for complying with all applicable laws related to your trading activities and other use(s) of the Services, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply to the Loan Orders, Withdrawal Orders and any other transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your Loan Orders or Withdrawal Orders or for collecting, reporting, withholding, or remitting any taxes arising from any Loan Orders or Withdrawal Orders.

### **35. AML POLICY**

We maintain an AML Policy. The AML Policy may be updated from time-to-time, including the procedures that we use to verify our Users' identities.

### **36. ERROR CORRECTION ATTEMPTS**

We may, at our option and discretion, attempt to correct, reverse or cancel any Loan Order, Withdrawal Order or transfer with respect to which we have discovered that there was an error, whether such error was by you, us or a third party. You hereby authorize us to attempt any such correction, reversal or cancellation described in this Clause. We provide no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

### **37. UNCLAIMED PROPERTY**

If your Account has been inactive and you have not responded to our reasonable attempts to contact you for a period of several years (as defined by the relevant state statutes) or that your Account is closed for any reason, we may be required to report any Tokens in your Wallet to the applicable governmental entity as unclaimed property. If this occurs, we will use reasonable efforts to contact you using the contact information provided by you. If you do not respond to any such notice, we may be obligated to turn over any Tokens in your Wallet to the Cayman Islands authorities as unclaimed property after deducting any fees payable to us, as permitted by applicable law.

### 38. TOKEN PROMOTIONS

You are responsible for doing all things and taking all actions necessary to enable or receive financial or other benefits made available to Token holders. For example, and without limitation, if new or additional Tokens are provided (whether by “airdrop” or other means) to holders of a Token, it would be your responsibility to claim the Tokens and to designate the wallet address for such Tokens to be delivered. We have no responsibility to enable, facilitate or help with claiming or receiving any such Tokens or other benefits.

### 39. COMPETITION

Our Group Companies, business partners, or contractors may from time to time hold different competitions, trials, games and any other type of events available (collectively, the “**Competitions**” and each a “**Competition**”) to certain Users through our Platform. By agreeing to participate in such Competitions, you shall comply with the rules of a particular Competition. Such Competitions may not be available to Users of certain jurisdictions. We do not control the Competitions and shall have no responsibility for conducting and holding the Competitions. We reserve the right to publish the rules of the Competitions received from the holder of such Competitions on the Platform. You understand and acknowledge that your participation in such Competitions and your interaction with the holders of such Competitions are at your own risk.

### 40. OTHER TERMS

- 40.1 Our failure at any time or times to require performance of any provision of these Terms shall in no manner affect our right to enforce such provision at a later time. Our waiver of any condition or the breach of any term, representation or warranty contained in these Terms whether by conduct or otherwise in any one or more instances shall not be deemed to be construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or be deemed to be or construed as the breach of or a waiver of any other term, covenant, representation or warranty in these Terms.
- 40.2 The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 40.3 The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
- 40.4 You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, to any party without notice or obtaining your consent or approval.

- 40.5 In the event we are acquired by or merged with another entity, we reserve the right in any of these circumstances to transfer any of your information we collected from you to such other entity.
- 40.6 Nothing contained in these Terms, and no action taken by you, shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, association, joint venture or other entity of any kind.
- 40.7 All your and our rights and obligations shall be limited to those expressly set forth herein.
- 40.8 Except for you, us and the Indemnified Parties, no other person shall have the rights under the Contracts to enforce any of these Terms.
- 40.9 These Terms constitute the entire agreement between you and us, and supersede all prior and contemporaneous understandings between you and us regarding the Services. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will prevail unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.