

## APPROVED

by Order No. 109/1-o of the Director of Pixel Internet Closed joint-stock company dated 01.10.2025 as amended and approved by Order No. 155-o dated December 30, 2025

Shall come into effect on 30.12.2025

## AGREEMENT FOR PARTICIPATION IN TOKEN TRADING (for legal entities and individual entrepreneurs)

This agreement for participation in token trading (hereinafter referred to as the “Agreement”) is concluded by and between Pixel Internet Closed joint-stock company<sup>1</sup> and the Client<sup>2</sup> of the Company by accepting this Agreement in electronic form, putting a mark of consent with the terms hereof and other documents that are an integral part hereof. The mark of consent<sup>3</sup> (expression of the Client’s consent to conclude the Agreement on the offered terms) is affixed by the Client at the time of creating the Client’s Account (personal account) in the Trading System.

### 1. SUBJECT OF THE AGREEMENT

1.1. According to this Agreement, the Company undertakes to organize token trading, and the Client undertakes to pay remuneration to the Company in accordance with the rules for determining the size and procedure for collecting cryptoplatform operator’s remuneration from the clients.

1.2. The Company shall organize token trading by providing:

(a) access to the User and/or the Client to the Company’s Trading System and technical support when using the Trading System;

(b) the Client with an opportunity to perform actions necessary to ensure holding token trading, including when the Client performs trading with the use of Borrowed Tokens, including depositing Funds to eWallet, sending (placing) Applications for token acquisition (disposition, exchange), withdrawing Funds from eWallet.

1.3. Only tokens that are admitted by the Company to token trading in the Trading System in accordance with the rules established by Company’s internal regulations can be traded. The list of tokens admitted to token trading is posted on the Company’s Website and/or in the Company’s mobile Application, if such functionality is provided by the Company.

1.4. The Company can act as a party in transactions between the Client and the Company, and depending on the transactions, it can act as a seller, a buyer, and under any circumstances as an organizer of token trading with corresponding responsibilities

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<sup>1</sup> Hereinafter, in the text of this Agreement, as well as in other documents that are an integral part hereof, Pixel Internet Closed joint-stock company may be referred to as the Company.

<sup>2</sup> Prior to successful Verification and obtaining the status of a Trading Member, the Client acts solely as a User with the appropriate rights and obligations.

<sup>3</sup> The consent note may include appendices to the Agreement, as well as other documents that, although not part of the agreement, contain provisions on pre-contractual relations or regulate other related legal relations between the User (Client) and the Company.

for organizing token trading, as well as an organizer of transactions (operations) permitted by applicable law.

1.5. The Company has the right to carry out transactions on behalf of and on the instructions of the Client or on its own behalf and on the instructions of the Client. The relationship between the Client and the Company arising in connection with such transactions is regulated by a separate agreement between them.

1.6. The Client trades with the receipt of Borrowed tokens in accordance with the Rules for trading with the receipt of Borrowed tokens approved by the Company and published on the Company's Website and/or in the Company's mobile Application, if such functionality is provided by the Company. The rules for trading without receiving Borrowed tokens are governed by the Rules for trading digital signs (tokens) approved by the Company and published on the Company's website and/or in the Company's mobile Application, if such functionality is provided by the Company.

1.7. Prior to the assignment of the status of a Trading Member, the Company provides the User with limited functionality to familiarize himself with the technical capabilities of the Trading System.

1.8. All third-party software products (applications, etc.) are not a product of the Company, and the Company is not responsible for the content of software products, for the actions of third parties or the operation of the program created by third parties. At the same time, the Company has the right to conclude a cooperation agreement with the owners of a particular software product and integrate the Trading System and the software product. In this case, the Company acts as the operator of the cryptoplatform, but other relations on access services to applications, processing of personal data of individuals related to the Client as representatives of the clients of the corresponding applications, the scope of rights and obligations within the framework of the applications are established directly between the User (Client) and the owner of the software product within the framework of product functionality.

## 2. RIGHTS OF THE USER AND THE CLIENT

2.1. In accordance with the terms and restrictions set forth herein,

2.1.1. The User is entitled to:

(a) create an Account (personal account) in the Company's Trading System;

2.1.2. The Client is entitled to:

(b) deposit Funds to the eWallet;

(c) participate in token trading by means of sending (placing) Applications (orders) for token exchange (acquisition, disposition) of tokens;

(d) withdraw Funds from eWallet and transfer them to their own current (settlement) bank accounts, bank cards, e-wallets, addresses (identifiers) of virtual wallets;

(e) by agreement with the Company and subject to the technical capability of the Company make other transactions (operations), provided that such transactions (operations) do not contradict the legislation.

2.1.3. The User and/or the Client are entitled to:

(f) exercise other rights in accordance with the legislation of the Republic of Belarus, this Agreement and other documents that form an integral part hereof.

2.2. The Client, among other things, has the right to request and receive clarifications on the procedure for exercising their rights, on the procedure for using the Trading System, on the documents (internal regulations) under consideration (to which a reference is made) in this Agreement.

2.3. Should the Company violate the rights of the Users and/or the Clients, the latter shall have the right to protect the violated rights in accordance with the civil legislation of the Republic of Belarus. The Clients, among other things, have the right of termination by the Company of the actions violating or creating a threat of violation of the Clients' rights; restore the situation that existed before the violation of law; compensation of losses and/or other remedies depending on the type of violation and the consequences of such violation, as well as the substance of the violated rights.

2.4. If the User and/or the Client believe that their rights have been violated, they are entitled to send to the Company a corresponding claim to the e-mail address: [corporate@free2ex.com](mailto:corporate@free2ex.com) (in the mobile Application, if such functionality is provided by the Company; redirection is performed automatically from the Help & Support → Contact Us section). The Company considers the User's and/or the Client's claim within 15 days from the date following the day of receipt of the claim to the e-mail address [corporate@free2ex.com](mailto:corporate@free2ex.com), or within 30 days if the User and/or the Client's claim requires additional consideration and verification. The Company makes reasonable efforts to reduce the time for consideration and forwarding responses to Clients' requests.

The above mentioned provisions do not limit the right of the User and/or the Client to send to the Company an appeal in writing in accordance with the Law of the Republic of Belarus dated 18.07.2011 No. 300-3 "On Claims from Citizens and Legal Entities", to send a claim in accordance with clauses 17.2-17.6 hereof.

2.5. The User and/or the Client, his representatives, has the rights and obligations provided for by the Privacy Policy approved by the Company and published on the Company's Website and/or in the Company's mobile Application, including the right to establish restrictions on the handling of personal data; the right to receive personal data held by the Company in a structured form in the form of a typewritten text; the right to demand the correction of errors (inaccuracies) in personal data; the right to demand the deletion (destruction) of personal data held by the Company; the right to demand notification of third parties to whom personal data were transferred about the correction of errors (inaccuracies) in them and the fact of their deletion (destruction); the right to object to the handling of personal data; the right not to be exposed to a decision made only on the basis of automated handling of personal data; the right to receive transparent information on the procedure for exercising the above stated rights. The Privacy Policy, approved by the Company and published on the Company's website and/or in the Company's mobile Application, if such functionality is provided by the Company, defines the functions of persons responsible for ensuring the protection of information in terms of personal data protection and includes the Company's contact information.

### **3. OBLIGATIONS OF THE CLIENT**

3.1. The User and/or the Client is obliged to:

- (a) provide the Company with the necessary data (documents, information) to undergo the Identification and Verification procedure in accordance with rules of obtaining by the client the status of a Member in token trading (admitting a client to token trading) and exclusion of the client from the number of Members in token trading (deprivation of the status of a token trading Member), as well as throughout the term hereof, at the request of the Company (or the identification agent with whom the Company has a contract for the transmission of customer data), provide the necessary information and documents within the time frame established by the Company;
- (b) not use technical failures that may occur during the operation of the Trading System in a manner that may be contrary to the interests and/or violate interests of other Trading Members and/or the Company;
- (c) not use technical failures (errors) in the Trading System to obtain any illegal benefit for themselves or other persons, or cause any damage (harm) to other persons;
- (d) not carry out wrongful (illegal) use of insider information about tokens<sup>4</sup>;
- (e) independently and in a timely manner monitor changes in information published by the Company on the Website (including types and sizes of commissions, including swaps, and fees, trade details of the transaction (minimum lots, maximum lots and increments), the text of this Agreement and other documents, Company's internal regulations);
- (f) maintain in working condition the e-mail address that was communicated to the Company when creating an Account (personal account) in order to properly receive notifications or warnings that the Company may send to the Client;
- (g) perform other obligations in accordance with this Agreement and the legislation of the Republic of Belarus.

3.2. The Client shall:

- (h) notify the Company of any changes in the data (information) specified in part (a) of the clause 3.1. within three days from the date of occurrence of the relevant changes;
- (i) pay remuneration to the Company when performing various transactions (operations) with tokens in the Company's Trading System, as well as for Account maintenance for the purpose of carrying out transactions (operations) with tokens<sup>5</sup>;
- (j) not manipulate the prices of tokens;
- (k) maintain the required amount of Funds for automatic commission deduction in the relevant payment currency under the Agreement in accordance with section 11.

#### 4. RIGHTS OF THE COMPANY

4.1. The Company has the right to:

- (a) grant the Client the status of a Trading Member, as well as deprive the Client of the status of a Trading Member should the Client violate the legislation governing the

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<sup>4</sup> Improper (illegal) use of insider information about tokens can be carried out by using this information for personal purposes (including to participate in token trading on their own behalf and at their own expense), as well as transferring it to third parties, except for cases established by regulatory acts of the Republic of Belarus.

<sup>5</sup> In accordance with the rules for determining the amount and procedure for charging the remuneration of the operator of cryptoplatforms from clients.

issues related to placement of tokens, their trading and other their circulation, and/or this Agreement, and/or internal regulations of the Company, and inclusively performs actions entailing violation of the rights and legitimate interests of other persons;

(b) request information and documents from the User and/or the Client, including for the purpose of implementation of Identification and Verification in accordance with the rules for obtaining the status of a token trading member by the client (admitting a client to token trading), and excluding the client from the number of token trading members (revoking the status of a token trading member), legislation on the prevention of Legalization of proceeds; request information from the User for registration (partial Identification) in order to create an Account;

(c) set limits on the number and scope of transactions performed by the Client, including the deposit and withdrawal of Funds from eWallet, also if the Company has suspicions that the Client has violated the legislation governing the placement of tokens, their trading and other circulation, legislation on the prevention of Legalization of proceeds (hereinafter – AML/CFT), and/or this Agreement, and/or internal regulations of the Company, and inclusively performed actions entailing violation of rights and legitimate interests of other persons;

(d) reject the Client's request to carry out a financial transaction<sup>6</sup>, if it meets the criteria for identifying and signs of suspicious financial transactions, which, according to the Company's internal control rules, may be grounds for refusing to carry out a financial transaction;

(e) suspend a financial transaction, but for no more than three business days, including the day when the Client's order to carry it out is to be executed, in order to make a decision to carry out a financial transaction or refuse to carry it out;

(f) unilaterally refuse to execute this Agreement if there are two or more decisions to refuse to carry out the Client's financial transactions within six months;

(g) release application programs, versions, applications that represent the capabilities of the Trading System and/or Trading Platform, both with limited and extended functionality. If the ability to enter data, perform any functions in such programs and applications is limited, the main channel of interaction with the Company is the Web version of the Client's Personal Account;

(h) conduct promotional events, organize loyalty programs, and other promotions. In such a case, any Company has the right to establish the conditions of programs and promotions, according to which any User may be unwittingly involved by other participants of the program, and at the time of registration or transactions, he may not be aware of the fact that he will create the basis for accrual of interest in other participants of programs and promotions by his operations;

(i) acting unilaterally and out of court, amend the terms hereof in whole or in part, including with respect to the Company's remuneration and other obligations of the User and/or the Client;

(j) in cases stipulated by AML/CFT legislation, as well as if the Company suspects the commission (possibility of commission) of actions that may be classified as fraudulent or are fraudulent in the subjective opinion of the Company, request

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<sup>6</sup> A financial operation for the purposes of subclauses (d), (e), (f) means a transaction using Funds irrespective of the form or manner of its carrying out, including depositing and withdrawing Funds to/from the Trading System of the Company.

information and documents from the Client for analysis on the committed (planned) transactions, explanations about the economic content of the transaction, the source of funds, etc. (if necessary).

(k) block the client's account if the Company suspects the commission (possibility of commission) of actions that may be classified as fraudulent or are fraudulent in the subjective opinion of the Company.

(l) exercise other rights stipulated by the provisions of this Agreement and/or internal regulations of the Company.

4.2. The Company is entitled to make transactions with the Client's tokens on its own behalf, in its own interests and, in the absence of the Client's assignment (order), if all the following conditions are observed:

(a) these transactions are aimed at obtaining liquidity by the Company, that is, to receive Monetary Funds and tokens from Liquidity providers, in order to fulfill the Company's obligations to its Clients assumed or planned to be assumed by the Company;

(b) Liquidity providers are legal entities that have a special permit (license) or any other authorization document issued by the competent authorities (competent organizations) of the countries in which these legal entities are established and are actually located, and provide for the right to perform transactions (operations) with tokens (if in the country of registration this type of activity is subject to licensing);

(c) these transactions are made with no more than 50 percent of the monetary funds and tokens of trading Members who have given their consent stipulated by this subclause;

(d) the Company reasonably believes that consummation of these transactions will not result in non-performance (improper performance) of the obligation to withdraw the Funds from the Company's Trading System in respect of the trading Members with whose Monetary Funds and/or tokens the relevant transactions are made.

4.3. In case due to circumstances beyond the reasonable control of the Company and/or circumstances initiated by third parties, an exchange and/or further transfer of Funds (including certain types of Funds: tokens, etc.) becomes impossible and/or excessively expensive, **including in the event of delisting of certain tokens (tokenized assets)**, the Company, if it is aware of such circumstances, takes measures to notify the Clients. If, after such notification, the Client has not taken measures to exchange the relevant Funds (has failed to exchange Funds) by his own efforts within the time limit recommended by the Company, the Company, in the absence of other instructions from the Client, has the right to independently, without an application (order) or other instruction from the Client, perform exchange operations with regard to the relevant Client's Funds, acting in his own interests.

**It is understood that the Company is entitled, acting independently, to unilaterally determine the final asset and the exchange rate at which the exchange transactions are performed, to round the asset and the amount above/below which the rounding is performed, as well as to determine other conditions for such transactions.**

4.4. Integrate the Trading System with other software products, including those owned by third parties (owners, developers, official partners, etc.). For the purpose of improving the service and processing requests – give orders for the processing, and

process information: Client's requests related to the operation of the Trading System, transaction requests received through the owner of the related software product (applications, etc.), as well as transmit as a response information about technical errors, the status of transactions, etc. to the owner of the software product in relation to Client using such a product (e.g., an affiliate application); within the integration with partners services – to provide official partners with access to information necessary for the performance of operations and instructions of the Client, including information containing personal data. The list of such information is specified by the Company in the Privacy Policy approved by the Company and published on the Company's website and/or in the Company's mobile Application, if such functionality is provided by the Company.

4.5. Perform other actions provided for, among other things, by the legislation of the Republic of Belarus and acts of the Supervisory Board of the HTP (Republic of Belarus).

## **5. OBLIGATIONS OF THE COMPANY**

5.1. The Company undertakes to:

- (a) organize token trading, including ensuring the execution of Applications (orders) of the Clients, if it is possible to execute such Applications (orders);
- (b) take measures to prevent, detect, suppress and eliminate the consequences of unfair (unlawful) use of insider information about tokens and/or manipulation of prices for tokens;
- (c) ensure transparency of the process of making and executing transactions in the Trading System by providing Trading Members with the opportunity to review the progress of this process using software and hardware;
- (d) ensure the fulfillment of other obligations in accordance with this Agreement, internal regulations of the Company, legislation and acts of the Supervisory Board of the HTP.

## **6. CLIENT'S CONSENT**

6.1. By concluding this Agreement, the Client gives his consent to the following:

- 6.1.1. performance by the Company of actions specified in clause 4.2 hereof;
- 6.1.2. provision of information and documents that the Company requests for the purposes of Identification and subsequent Verification, exclusion of the facts of unfair or illegal behavior in the Trading System, and allows the Company to store and process this information. The Client also undertakes to provide the Company within 7 calendar days from the date of the relevant request evidence of existence of the Client's legal grounds for processing personal data provided to the Company.

- 6.1.3. provision of reports on the amount (balance) of funds, the amount (balance) of electronic money, customer tokens held respectively in bank accounts, in electronic wallets, at the addresses (identifiers) of virtual wallets of the cryptoplatform operator, as well as on executed and unfulfilled requests of Clients for the purchase and/or sale of tokens during the day for money or electronic money, or the exchange of tokens of one type for tokens of another type in the information system of the cryptoplatform operator, for storage (deposit) in the organization providing the relevant services;

6.2. By concluding this Agreement, the Client agrees that:

6.2.1. the Company has the right to request information and documents that the Company considers necessary for Identification and Verification of the Client or taking measures in order to prevent fraud, Legalization of proceeds or other crime;

6.2.2. the Company may involve third-party organizations in order to carry out the Identification procedures and/or subsequent Verification of the data (information) obtained during the Identification and disclose to such third-party organizations the data received from the Client for the purpose of Identification and subsequent Verification;

6.2.3. he cannot use bank cards, bank accounts and/or wallets of third parties<sup>7</sup> for depositing funds to the eWallet;

6.2.4. he is notified of the possibility of adverse consequences connected with unfair (unlawful) use of insider information about tokens and/or manipulation of prices for tokens;

6.2.5. the Company is not responsible for determining whether any types of taxes and fees apply to transactions with tokens made by the Client, as well as the result of transactions made;

6.2.6. the Client bears all risks of negative consequences if they do not comply with clause 3.1 (f) hereof;

6.2.7. the basis for processing personal data of individuals related to the Client (representatives, employees, etc.) is AML/CFT legislation, as well as the Agreement, depending on the scope and objectives;

6.2.8. when implementing programs and promotions in accordance with clause 4.1. (h) in order to calculate prizes and gifts, accrual of remuneration to agents or affiliates under loyalty programs, it is possible to disclose some information about the time and volume of transactions of the attracted Users (pseudonymized). This information will not be disclosed to third-party program participants (agents or affiliates), and the data will not be personal or confidential, except if the user is the only attracted client for the agent or affiliate and such information about the user can be obvious under certain circumstances.

6.2.9. The Company is interested in expanding the service and improving the quality of service performed. In this respect and when the Client uses third-party services as primary services, the Company may give orders to its partners (owners of these services) to process the personal data of the individuals related to the Client.

6.3. By concluding this Agreement, the User agrees to provide reliable information that the Company requests for the purpose of registration or creation of an Account, and/or Identification, and/or Verification, and agrees that the basis for processing information, including his personal data, is the AML/CFT legislation, as well as the Agreement, depending on the scope and objectives.

6.4. By concluding this Agreement, the Client represents and guarantees that:

6.4.1. current (settlement) bank account, bank card, electronic wallet, virtual wallet address (identifier) and Monetary Funds, tokens, Cryptocurrency deposited by the Client on the eWallet belong to the Client, or the Client has the right to use

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<sup>7</sup> Except in cases when the Client is authorized for such use (disposal) by a third party through a power of attorney or other equivalent document (certificate).

(dispose of) them on legal grounds. At the same time, the Client understands and agrees that the Company has the right to verify the accuracy and truthfulness of the guarantees provided at any time.

6.4.2. The Funds deposited by the Client on the eWallet are obtained from legal sources and by legal means.

6.5. By accepting this Agreement, the Client agrees that the initiation of a Long or Short operation is at the same time the provision of an Irrevocable power of attorney and an Irrevocable Offer to provide the Company with a possibility to make a Forced Completion of Transactions on behalf of the Client in order to prevent the Client from incurring obligations in the amount exceeding his Funds.

6.6. The Client is solely responsible for the knowledge and understanding of how tokens are considered, regulated and taxed in accordance with the law of the state, of which he is a citizen (national) / in whose territory he resides (for individual entrepreneurs) or with the law of the state of registration / carrying out economic activity (for individual entrepreneurs and legal entities), as well as the state (territory) under whose law the person is a tax resident or has a representative office.

6.7. The Client is solely responsible for the timely and proper notification of any government authorities, preparation and submission of the relevant reports, as well as full and timely payment of any taxes and fees that arise or may arise as a result of transactions with tokens performed by them in the Company's Trading System.

6.8. The User, including the Client, understands and accepts that any software is provided by the Company "as is" and the Company does not provide any guarantees of any kind regarding its suitability for the Client's purposes, compliance with the Client's expectations (including financial and investment), the Company also does not guarantee continuous uninterrupted operation and quality of software.

6.9. When returning to the Client a payment made in electronic money (accrual of funds), when such a refund is provided for by the legislation of the Republic of Belarus or by agreement of the parties, the Company has the right to make a refund both in electronic money and in the Funds other than electronic money, taking into account the technical possibility.

6.10. The Client agrees that the Company has the right to place the money received from him into deposits in banks of the Republic of Belarus and receive the interest from such deposit in order to minimize commission costs for its Clients.

6.11. The Clients using third-party services (applications, software products, etc.) to register and carry out transactions in the Company's Trading System understand and agree that the Company will give orders for processing and will process Client's requests regarding the operation of the Trading System, as well as transmit data on technical errors or the status of Client's transactions through the service of partners who own software products used by the Client. The Client shall be extremely cautious while working with third-party services and shall not share confidential information, including personal data of individuals, unless it is required for the provision of services hereunder.

## 6. ACCOUNT (PERSONAL ACCOUNT) CREATION, IDENTIFICATION AND VERIFICATION

7.1. To obtain the status of a User, an individual entrepreneur or a legal entity concludes this Agreement and assumes other mandatory terms and conditions of the Company by putting a mark of consent to conclude this Agreement on the terms proposed in it, creates an Account (Personal Account) and eWallet. Users have the right to interact with the Company in the Company's mobile Application, if such functionality is provided by the Company.

7.2. To obtain the status of a token Trading Member, the User must go through the following procedures of complete Identification and Verification in the Personal Account, and receive confirmation of their successful passage from the Company. The assignment of the status of a Trading Member is made subject to successful Verification of the data.

7.3. When concluding this Agreement and throughout the entire period of using the Trading System the User and/or the Client represents and warrants that he:

- is a person over 18 years of age and is a person who is able to participate in token trading, with due regard for the terms hereof and the laws of the state of which he is a citizen (for individual entrepreneurs) or a legal entity duly registered and operating in accordance with the laws of the jurisdiction of its registration (for legal entities);
- acts on his own behalf and not in the name of another person (except for duly authorized representatives of the Client that is a legal entity), or in the name of an individual based on the relevant power of attorney;
- is not an individual entrepreneur who permanently resides (has a permanent location, including for tax purposes) in the states (territories) included in the list of states (jurisdictions, territories) for which the provision of services by the Company is limited (<https://www.free2ex.ru/jurisdictions>);
- is not an individual entrepreneur or a legal entity included in the List of organizations and individuals involved in terrorist activities approved by the Committee for State Security of the Republic of Belarus, as well as a legal entity whose beneficial owner is included in this list;
- will not carry out criminal or other illegal activities through the Trading System, including but not limited to Legalization of proceeds, fraud or any other crime;
- will not use any inside information about tokens in an unfair (unlawful) way and will not manipulate token prices as part of the Client's use of the Trading System;
- will not allow other persons to use his Account (Personal Account) (except for his duly authorized representatives who have passed the Identification and Verification in the Trading System).
- will not carry out any activity that violates this Agreement and/or causes (may cause) damage to other Trading Members and/or to the Company, including using malicious software, carrying out hacker attacks, spreading spam, etc.

7.4. To pass the Identification and Verification procedure, the User and/or the Client is invited to provide information, the request for which is provided by the

Personal Account<sup>8</sup> questionnaire. At the same time, the Company reserves the right to request additional documents and information in a larger volume than can be provided by the Personal Account questionnaire, to check the documents and information provided by the User and/or the Client (to verify them) both during the Identification and Verification process and at any time after creating an Account (personal account) and assigning the status of a Trading Member.

If the User and/or the Client have already provided or started to provide information for Identification and Verification in the Web version of the Client's personal account, such information may be reflected automatically in the Company's mobile Application, if such functionality is provided by the Company, if the User and/or the Client has already provided or started to provide information for Identification and Verification in the Company's mobile Application, if such functionality is provided by the Company, such information can be reflected automatically in the Web version of the Client's personal account. If this information was not automatically reflected, the Client has the right to send a notification with clarification to the following e-mail address of the technical support service: [corporate@free2ex.com](mailto:corporate@free2ex.com) (in the mobile Application, redirection is performed automatically from the Help & Support → Contact Us section), or write to the chat on the Company's Website, and/or in the Company's mobile Application, if such functionality is provided by the Company. It is understood that the Company also reserves the right to request additional documents and information, to check the documents and information provided by the Client (to verify them) both during Identification and Verification, and at any time after assigning the status of a Trading Member.

7.5. If the User and/or the Client is an individual entrepreneur that is a citizen of the Republic of Belarus, during the Identification procedure he will be offered to pass a survey on understanding the blockchain technology, and when passing the full Data Identification and Verification procedure confirm the data entered during registration, with the relevant documents.

7.6. The Company reserves the right to verify any assurances and guarantees provided by the Client, incl. those specified in clause 6.4., clause 7.3 above, and received by the Company before providing the Client with services for the implementation of trading with the receipt of Borrowed tokens, at any time of the validity of this Agreement. The Company has the right, at its sole discretion, to carry out checks of the Client's qualification level to assess whether the Client possesses sufficient skills and knowledge necessary to trade tokens on the Trading Platform, including trading with obtaining Borrowed tokens. If the Company decides that the Client does not possess sufficient and necessary skills and knowledge, the Company has the right to reject the Client's further use of the Account (Personal Account).

7.7. Information and data necessary for the passage and completion of Identification and Verification procedures can be provided by attaching

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<sup>8</sup> The Personal Account stipulates assigning the "Verified" status to the Client. Till the date of acquisition of this status, the functionality available to the User, is not a confirmation of successful Identification and Verification results, but affects the User's access to the resources and functions of the Trading System.

(downloading) static and/or dynamic graphic images (images created by scanning, photographing, including in the required cases – frame-by-frame, video shooting) of the relevant documents and/or images when filling out the Personal Account questionnaire, including the ability to automatically attach (download) documents from systems representing providers of electronic services, including the state ones, with digital documents, the possibility of digital identification and verification, as well as portals with public services, and if for any reason there is no technical opportunity for this – by sending from the e-mail address specified during the creation and registration of the Account (Personal Account) and eWallet to the Company's e-mail address [corporate@free2ex.com](mailto:corporate@free2ex.com). Information and data sent from another e-mail address not specified when creating and registering an Account (Personal Account) and eWallet may not be considered by the Company, which may lead to an unsatisfactory result of Identification and Verification and refusal to assign the status of Trading Members.

7.8. The Company has the right to make, depending on the information and data received from the Client, demands for the provision of information and data that allow to properly identify the Client's beneficiary and verify the information received about them.

7.9. The information and data, provided by a Client, shall meet the following requirements:

- an extract from the commercial register of the country of incorporation or other equivalent proof of the status of a legal entity in accordance with the legislation of the country of its incorporation with the date of issue **not earlier than 6 months** before the date of submission of their graphics, while the extract should contain the following mandatory set of data for legal entities: name, registration number, location of the legal entity, as well as the last name, first name, patronymic (if any) of its manager<sup>9</sup>; for individual entrepreneurs: surname, given name, patronymic (if any), registration number, place of residence (stay);

- documents and information provided in a language other than Russian, Belarusian or English are provided with the attachment of a translation into Russian, Belarusian or English, while the Company reserves the right to verify the accuracy of the translation, the identity of the translator, or to make the translation independently at its own expense.

At the request of the Company, documents issued by the authorities of foreign states, electronic copies of which are provided to the Company by the Client, are subject to consular legalization or affixing an apostille, unless an international agreement between a foreign state and the Republic of Belarus establishes that there is no need to legalize official documents.

7.10. Legal entities are Clients of the Company (Users in the course of Identification and Verification procedure), regardless of whether they are residents of

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<sup>9</sup> Legal entities that are not residents of the Republic of Belarus, instead of graphics of an extract from the trade register of the country of establishment or other equivalent proof of the status of a legal entity, can provide a screenshot of a page and/or a link to the electronic register of legal entities, which is publicly available on the Internet, where the information contained in the extract from the trade register of the country of establishment or other equivalent proof is reflected.

the Republic of Belarus or not, shall provide information about the **ultimate beneficial owners**<sup>10</sup>, to the e-mail [corporate@free2ex.com](mailto:corporate@free2ex.com) to the following extent:

1. a document confirming the identity of the final beneficiary (passport or residence permit, other equivalent document; for citizens of the Republic of Belarus – passport only);
2. information on permanent residence and a graphic image of the document confirming the fact of residence at the address indicated as permanent residence;
3. the source of the ultimate beneficial owner's funds;
4. information about the taxpayer's account number, as well as information about whether the ultimate beneficial owner is a public figure (official) and about the status of the US taxpayer (FATCA);
5. at the Company's request, a graphic image of the structure, including all intermediate links (legal entities, or public associations, or other entities), as well as additional data (information and documents) confirming the source of the funds of the ultimate beneficial owners may also be provided.

7.11. At the request of the Company, the Client, who is an individual entrepreneur, as well as the head and/or legal representative of the Client being a legal entity, undergoes web identification (Web-ID) via video communication with an authorized employee of the Company or through a video message analyzed by specialized software used by the Company.

7.12. The Company is entitled, at any time during the Client's use of the Trading System, ask for information and documents in addition to those provided by the Client in the process of Identification and Verification, in particular in case illegal activity through the Account (Personal Account) and/or activities that do not comply with the terms hereof are suspected.

7.13. The Company may periodically send to the Client a request to update the information and/or documents provided by the User and/or the Client as part of registration or Identification process for further Verification. The User and/or the Client shall update the information and/or data within the period specified in such request. In case the Client has not updated the information and/or documents within the specified period, the Company has the right to make a restriction for the Client to use the Account (Personal Account) for token trading in the Trading System or to block the Account till the moment of provision of the information.

7.14. The User or/and the Client does not have the right to create more than one Account (Personal Account) in the Trading System.

7.15. The Client receives the right to participate in trading (acquires the status of a Trading Member) from the moment and in accordance with the procedure established by the Rules for obtaining the status of a token trading member by the client (allowing the client to trade tokens) and excluding the client from the number of trading members (depriving the status of a trading member). The status of the User and/or Client is displayed in the Personal Account in the Trading System (for example, the Client sees the status of his Account (Personal Account) as "Verified").

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<sup>10</sup> For the purposes of this paragraph, beneficial owners shall mean all final participants who are individuals.

Grades (Verification levels) determining the functions of the Trading System available to the Client may be displayed for legal entities.

7.16. The Company may, at its sole discretion, refuse to create an Account (Personal Account) for the User without any explanation of the reasons.

## **8. DEPOSITING FUNDS**

8.1. The Client has the right to deposit the Funds (the Funds can be credited) to be accounted for them on their Account (Personal Account) by replenishing the eWallet using the Client's current (settlement) bank account, bank card issued in the name of the Client, electronic wallet, virtual wallet address (identifier) belonging to the Client with due regard for the peculiarities set out in clause 6.2.3. Only those Funds can be deposited on the eWallet, the deposit of which is supported in the Trading System, and information about which is posted on the Company's Website and/or in the Company's mobile Application, if such functionality is provided by the Company.

8.2. The Company has the right not to accept the Funds from the Client (including if the Company has a reliable reason to believe that the Client does not meet the requirements of this Agreement, as well as to unilaterally change the list of methods by which the Funds can be deposited at any time).

8.3. The Client has the right to deposit the Funds to the eWallet by bank transfer, by electronic money transfer, or by token transfer in accordance with the list of deposit methods established by the Company, which is available on the Company's website and/or in the Company's mobile Application, if such functionality is provided by the Company. Some deposit methods may not be available to the Client. The availability of a particular deposit method depends on several factors, including the location of the Client, the identification information provided by the Client, and restrictions imposed by the payment system operators, the functionality of the Company's application programs (applications) (Telegram bot, mobile Application, its versions, etc.).

8.4. To carry out Leverage operations when the Client deposits Monetary Funds or Cryptocurrency on the eWallet, after choosing the Trade coin token and its volume that the Client intends to purchase, the Client purchases Trade coin tokens from the Company in the procedure of a Borrowing operation. The implementation of Leverage operations is possible only in the Web version of the Client's personal account.

8.5. In the Company's mobile Application, if such functionality is provided by the Company, the Approximate Balance is reflected both for the estimated total number of tokens (Monetary Funds) of the Client available on the Client's eWallet, and for the estimated total number of specific tokens (Monetary Funds) of the Client, and is expressed estimated in the currency chosen by the Client. This estimated amount may differ from the result of actual exchange operations.

8.6. The Client is entitled to convert small balances in the Company's mobile Application, if such functionality is provided by the Company (a small balance is the number of specific tokens or other assets whose estimated value does not exceed 10 USDT), only into a USDT token. At the time of conversion of small balances, the estimated amount of USDT that the Client can receive during the corresponding operation according to the rules of clause 9.3 is reflected in the Company's mobile Application.

8.7. The period during which the Funds sent by the Client will be reflected on his eWallet depends on the work of third parties responsible for maintaining the current (settlement) bank account used by the Client, the electronic wallet, the address (identifier) of the virtual wallet. In case of making a payment using a bank payment card, the term for crediting (reflecting) the Monetary Funds is up to 14 business days.

8.8. The Company reserves the right to check the Client's compliance with sub-clauses 6.4.1 and 6.4.2 at any time in terms of use of the Trading System, in particular, in the following ways:

(a) by requesting documentary confirmation of the source of origin of the funds, ownership rights to them, rights to the current (bank) account, bank card, e-wallet, virtual wallet address (identifier);

(b) by using software in particular to analyze the history of using the Client's account<sup>11</sup>, its relation to other accounts and operations, and to determine the risk of using such accounts for illegal activities;

(c) by requesting the information from third parties, such as payment service providers, banks, and non-bank credit organizations.

8.9. In case the Client is unable to provide the necessary documentary evidence, or in the event the Company has other reasons to suspect that the Client does not comply with clause 6.4., the Company may take any of the following actions:

(1) to refuse to the Client to deposit or withdraw the Funds to or from eWallet, or

(2) to suspend the financial operation of depositing or withdrawing the Funds, or

(3) to apply a ban on disposal, use of the Funds credited to the Client's Account (Personal Account), or

(4) to refuse to carry out a financial transaction in which the Client is a member, or

(5) to suspend the operation of the Client's Account (Personal Account), including temporarily or permanently change down the level of the limit of operations, or

(6) to refuse to transfer (credit) tokens to the address (identifier) of the Client's virtual wallet that are subject to such transfer (such crediting), or

(7) to assign the Account (Personal Account) the status of a deactivated Account (Personal Account)<sup>12</sup>.

This clause 8.9 is an essential condition of the Agreement.

## **9. TOKEN PRICE. APPLICATIONS (ORDERS). EXECUTION OF APPLICATIONS (ORDERS) AND WITHDRAWAL OF FUNDS**

9.1. The price of cryptocurrencies, tokens created by third parties admitted to trading in the Company's Trading System, with the exception of tokens specified in clause 9.2, is determined by the Company based on information on quotes received from Liquidity providers, as well as supply and demand for this Cryptocurrency in the Trading System.

9.2. The procedure for determining the price (value) of the Company's own tokens, as well as tokens created and placed by the Company at the request of the Customers

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<sup>11</sup> As well as the address (identifier) of the virtual wallet

<sup>12</sup> According to the rules established by Appendix No. 3 to this Agreement.

(third parties), is established in the corresponding “White paper” declarations. These “White paper” declarations also reflect information about material facts (events, actions) that may affect the value of tokens.

9.3. Information on the prices of tokens sold in the Company’s Trading System is posted in the Trading System, on the Company’s website and/or in the Company’s mobile Application, if such functionality is provided by the Company. The displayed price of tokens sold in the Trading System is indicative and may change immediately at the time of the transaction, which is associated with the time interval of the moment of viewing, the moment of the formation of the Application (order) and the execution of the transaction.

9.4. The trading platform allows the Trading Members to place orders for the exchange (acquisition, disposition) of tokens. The placement of Applications (orders) is carried out using the funds held on the corresponding Trading Account.

9.5. The price and the volume of the Funds for which the trading member’s tokens will be offered to be exchanged (disposed, acquired), is determined by the Trading Member at his sole discretion and taking into account the technical capabilities and limitations of the Trading System and/or the Application, if such functionality is provided by the Company.

9.6. Transactions shall be concluded on the basis of Applications (Orders)<sup>13</sup>, placed by Clients with the use of the Company’s Trading Platform.

9.7. If the Client makes a Transaction in the course of token trading, the Company deducts the amount of execution under this Transaction from the amount of the Funds accounted for by the Client in the Account (Personal Account), and adds the amount (number) of such execution to the amount of Funds recorded for the counterparty of the specified Client, under the corresponding transaction.

9.8. The actual receipt by the Client of the Funds acquired by him as a result of token trading is carried out by means of transfer of the Funds to him by the Company.

9.9. The Client has the right to withdraw the Funds (both in the form of Monetary Funds, electronic money, and in the form of Cryptocurrency) from eWallet to the current (settlement) bank account, bank card, electronic wallet, address (identifier) of the virtual wallet (if funds and currency withdrawal method chosen by the Client for withdrawal are supported in the Trading System) at any time by sending the Company a corresponding request.

9.10. Transfer of the Monetary funds<sup>14</sup>, transfer of electronic funds, transfer of tokens and Cryptocurrency assigned to the Client to the current (settlement) bank account, bank card, to an electronic wallet, to the address (identifier) of the Client’s virtual wallet is initiated by the Company within 5 (five) business days from the date of receipt from the Client of a request for such operations as transfer, conversion or virement. The moment of actual receipt of funds (tokens) by the Client depends on the work of third parties responsible for maintaining the current (settlement) bank account, electronic wallet, virtual wallet address (identifier) used by the Client. In case of withdrawal of funds using a bank payment card, the term for receiving the Funds is up to 14 (fourteen) business days.

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<sup>13</sup> The types of orders available in the Trading System are indicated in Appendix No. 2 to this Agreement.

<sup>14</sup> Including by means of SWIFT, SEPA system.

9.11. The Company is entitled to reject, limit or suspend the withdrawal of the Funds from the Client's eWallet for the purpose of applying extended internal control measures in the event that the Company has the right or is obliged to apply them in accordance with AML/CFT legislation, fraud or any other criminal activity, in particular, if the Company has suspicions that the Client is involved in Legalization of proceeds, fraud or any other financial crime. The Funds withdrawal restriction may also be unilaterally applied by the Company in the event that the Client fails to fulfill its obligations to pay fees or does not provide the required level of the Funds in the payment currency for automatic write-offs.

9.12. The Company also has the right to reject the withdrawal of the Funds from the Client's eWallet if the Client has not passed the Identification and Verification, which makes it possible to withdraw funds in the amount corresponding to the request of the Client.

## 10. REMUNERATION OF THE COMPANY

10.1. The Client is obliged to pay remuneration (fees and charges) to the Company for the services in organizing token trading, as well as for Account maintenance<sup>15</sup> in order to organize token trading and/or conduct transactions (operations) with tokens, in accordance with this Agreement and the rules for determining the amount and procedure for collecting remuneration of the cryptoplatform operator from clients, approved by the Company.

10.2. Fees and charges may be collected by means of:

- inclusion in the token price;
- deduction from the available Funds on the Client's Trading Account and/or eWallet.

10.3. The Company shall notify the Client of the types, size and procedure for collecting fees and charges, of any changes related to Company's remuneration, on the Company's Website and/or in the Company's mobile Application, if such functionality is provided by the Company, or by notifying the Client with the use of means of communication (Personal Account, mailing, etc.). Information available in the asset specification in the trading terminal (a pop-up window which appears when you hover over a particular asset) is equivalent to data posted on the Website.

10.4. Changes in the types and size of commissions, the procedure for their collection come into force from the moment such changes are published on the Website and/or in the Company's mobile Application, if such functionality is provided by the Company, or from the moment specified in the published material, or in the notice provided to the Client.

The Company shall be entitled to deduct the amount of compensation for the Company's expenses for payment of the services provided by banks and other payment intermediaries when Clients make deposits and withdrawals of the Funds, electronic money<sup>16</sup>.

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<sup>15</sup> The Account maintenance fee for the purpose of organizing token trading and/or transactions (operations) with tokens payable in accordance with the provisions of Section 11, shall apply only to legal entities

<sup>16</sup> Commissions for the conversion carried out by the Client's bank at its respective purchase/sale rate when depositing and withdrawing funds by the Client are not included in the compensation amounts and are paid by the Client independently.

10.5. As a result of fulfilling obligations under the Agreement, the Client may incur debt to the Company (accounts receivable of the Company), for example, in the case of negative trading results, write-off of commissions, or other cases. As a general rule, the Trading commission in the Trading System is charged at the time of execution of the transaction. Commission can also be debited after the transaction is completed (executed). If the subsequent write-off of commissions (other debts) leads to a negative Balance of the Client, such negative Balance will be reflected in the Client's Account until the Client replenishes the Account. The Client's funds aimed at replenishing his Account are sent as a matter of priority to repay the negative Balance.

10.6. If the Client's Personal Account (Account) remains unused for more than 180 days, the Company may charge a fee for inactive management of the account. This fee is charged on a monthly basis, starting from the month following the one in which the Account has been recognized as unused.

10.7. The Company is not responsible for the payment of third-party fees that may be charged to the Client. Third-party fees will not be indicated on transaction screens containing information in relation to Client's transactions in the Account (Personal Account). The Client is solely responsible for the payment of any third-party fees.

10.8. When depositing, withdrawing or returning the Funds, the Client may be charged certain fees imposed by third parties ("Third-Party Fees"):

- (a) fees from the current (settlement) bank account, bank card, e-wallet, virtual wallet address (identifier) that the Client uses to deposit the Funds;
- (b) all expenses for reflection (confirmation) of transactions (operations) in the blockchain network, including expenses for payment of remuneration to miners, as well as expenses for the payment of fees to banks and other payment service providers (unless otherwise expressly provided for in the Agreement and/or on the Company's website). Also, the Client pays to the Company the amounts of the corresponding expenses when they arise in connection with the deposit, withdrawal or refund of the Funds. The Company has the right to independently deduct the corresponding amounts from the Monetary Funds, and/or electronic money, and/or tokens (at the discretion of the Company) accounted for by the Client in his Account (Personal Account) or directly from the transaction amount.

10.9. In case of an error (failure) in the operation of the Trading System, which led to excessive write-off or excessive accrual of Funds to the Client, the Company has the unilateral right to transfer the Funds or to write off the excess of the accrued Funds from the Client's Account (Personal Account). The consequences of a possible negative Balance for the Client are similar to the consequences specified in clause 10.5 of the Agreement.

10.10. When the payment made in electronic money (accrual of funds) is returned to the Client, when such a refund is provided for by the legislation of the Republic of Belarus or by agreement of the parties, the Company is entitled to make a refund both in electronic money and in the Monetary Funds other than electronic money, taking into account the technical capability of the Company.

## **11. ACCOUNT MAINTENANCE FEE. ACCOUNTING.**

11.1. The services are provided by the Company in electronic form using software tools. Transaction records (transaction history) are stored in the Company's information system.

11.2. The Company is entitled to provide information about Clients and client transactions to third parties in cases and in accordance with the procedure stipulated by applicable law.

11.3. The Company is not obliged to duplicate the information contained in the Trading System and the Personal Account on paper or convert it into another form of document<sup>17</sup>.

11.4. The parties draw up primary accounting documents confirming the provision of services, solely on the basis of data from the transaction history contained in the Personal Account<sup>18</sup>.

11.5. The form of the invoice is provided in Appendix 5 hereto. The invoice is formed after the service is deemed to have been rendered and shall be uploaded to the Personal Account or sent to the Client via the e-mail specified during registration.

11.6. Full maintenance of the Account of the legal entity or individual entrepreneur starts upon payment of 100% of the corresponding commission amount. The specified commission is debited at a time in the Funds attributed to the payment currency. The specified Commission is charged on the 1<sup>st</sup> (first) day of each month for the current month, provided that the Client has the status "Verified". The Funds may be written off by the Company at a later date, taking into account the availability of funds in the payment currency, provided that the condition of one-time write-off is fulfilled.

11.7. The payment currency for the Account maintenance fee in order to carry out transactions (operations) with tokens for legal entities and individual entrepreneurs that are residents of the Republic of Belarus is Belarusian rubles, for residents of the Russian Federation – Russian rubles, and for residents of other countries – USD.

11.8. Information on payment of the Account maintenance fee for the Client being a legal entity or individual entrepreneur is available in his Personal Account.

11.9. The amount of the Account maintenance fee for the purpose of making transactions (operations) with tokens and other specifics of paying such a fee may be determined solely by the Company and shall be brought to the attention of Customers in accordance with the procedure stipulated by clauses 10.3, 10.4. The fee amount for the service period is not reduced if the Company applies a ban on the withdrawal of funds or other functional limitations.

11.10. The fee specified in this section is applicable to legal entities and individual entrepreneurs.

## 12. INTELLECTUAL PROPERTY

12.1. In order to perform this Agreement and use the Company's Trading System, the Company grants its Clients a license to use the Company's Trading System and for the Users and/or Clients – Website and/or mobile Application, if such functionality is provided by the Company, during the term of this Agreement, without limiting the

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<sup>17</sup> Clauses 11.1 -11.3 apply to any type of services provided by the Company.

<sup>18</sup> Clause 11.4 applies from the moment of verification of the Client and applies to any type of services provided by the Company.

territory. The license is simple, revocable, non-exclusive, limited and is gratuitous in connection with the requirement of the copyright holder.

12.2. For the avoidance of doubt, the use of the Trading System in compliance with the terms and restrictions of this license by the Clients being legal entities, both commercial and non-commercial, is not considered to be used for commercial purposes. The use of the Trading System on the terms and in the manner not provided for by this license is possible only on the basis of a separate agreement with the copyright holder.

12.3. The User or/and the Client is not entitled to use the intellectual property items of the Company (Trading System, applications, versions, logotypes, etc.) without the prior written permission of the Company, including copying, modifying, creating derivative objects, distributing and publicly displaying, broadcasting, selling, transferring, granting a license, assigning rights to the Trading System or any of its parts, as well as remove, modify or hide any mention of the ownership of intellectual property rights to the Trading System or its individual parts.

12.4. By creating a Personal Account, the User accepts the Agreement on the terms of use of the service.

### **13. LIABILITY**

13.1. The Company (including company officials, employees, affiliates or contracting parties who provide services to the Company, perform work at its request, create intellectual property objects) and the User, including the User acting as a Client, are liable for the non-performance (improper performance) of the Agreement in accordance with the terms of this Agreement and the legislation of the Republic of Belarus.

13.2. In case of non-performance (improper performance) of the Agreement or other internal regulations of the Company by the User, including the User acting as a Client, he is obliged to compensate the Company for the losses in full (including to reimburse the Company the amount of the sanctions imposed on it in a foreign country in connection with the conclusion and/or execution of the Agreement should the User (Client) provide false data), as well as to pay to the Company a forfeit if it is stipulated by the legislation of the Republic of Belarus (unless otherwise expressly provided for by the legislation of the Republic of Belarus or by the Agreement, this forfeit is penal in nature and is collected in excess of the amount of damages). The Company shall be entitled to fully or partially deduct the amount of losses suffered and/or the amount of the specified penalty from the Client's Monetary Funds deposited by him to the Account (Personal Account) or acquired in the process of trading in the Trading System. In case the Company itself withholds a penalty from the Client's tokens held by the Company, the Parties have agreed for the purposes of this Agreement that the term "withholding a penalty" shall mean a way of ensuring performance of the obligations not provided for by the legislation which stipulates appropriation by the Company of the Client's monetary funds in the amount corresponding to the amount of the penalty.

13.3. The Client and the Company may be released from liability for the non-performance (improper performance) of the Agreement in the event of existence of force majeure circumstances which are understood as extraordinary circumstances

unavoidable under the given conditions, including natural, legal or technical causes, namely: war, natural disaster, fire, flood, earthquake, epidemics, strikes, riots and other social unrest, as well as actions of the authorities that affect the fulfillment of obligations under the Agreement (including recommendations and other letters (acts) from authorities and regulators to the Parties, compliance with legal and internal regulations binding upon the Company, upon the Company's partners or any of the participants in the process that is necessary for the Company to fulfill its obligations), international sanctions and prohibitions implemented after the approval of the current version of the agreement, including as part of implementation of international sanctions - sanctions imposed on/by partners, banks, acquirers, owners of payment systems, etc., which considerably worsen and/or exclude the possibility of proper performance of obligations under the Agreement.

Force majeure circumstances also include malfunctions on power transmission lines, technical failures at transit nodes of the Internet and other violations of the functioning of data networks transmission, beyond the parties control, failures of third-party software, used by the Company, illegal actions of third parties towards the equipment or software used by the Company, other actions of intruders, distributed equipment attacks (DDOS attacks), failures in the work of the acquirer's processing center.

13.4. The User (including the User who acts as a Client) agrees that the Company does not bear responsibility for the non-performance (improper performance) of this Agreement if it was caused by or resulted from the non-performance of obligations by a third party to the Company due to force majeure. For the purpose of this Agreement, force majeure circumstances shall mean the circumstances which are classified as such in accordance with the terms of this Agreement or the agreement with such third party.

13.5. The Company is not liable to the User (including if the User acts as a Client) for the use of the Account (Personal Account) by third parties without the User's and/or Client's permission, if such use occurs not through the Company's fault.

13.6. The Client is solely responsible for conducting his own independent assessment and research of the risks of any transaction (operation) performed by the Client in the Trading System. The Company is not responsible for any actions, direct or indirect damages, loss of profit, loss of income, any costs, Client's expenses arising as a result of incorrect assessment by the Client of the transaction (operation), including the assessment of the associated risks of loss of the invested funds. The Company neither recommends the Client to make any specific transactions using tokens, nor does it advise the Client about the tax consequences of such transactions. The Company provides data about tokens and the token market solely for informational purposes.

13.7. The Company cannot guarantee continuous access to the Trading System, including ensuring continuous performance of trading operations in the event of force majeure which shall be understood as extraordinary circumstances unavoidable under the given conditions. The Company does not bear responsibility for proper conducting of trading operations, for the occurrence of any errors, delays, node malfunctions, failures, including technical ones, during transactions, both on the Company's platform and in partners' systems caused by an obstacle beyond the Company's control, as well as in the event that the transaction cannot be performed or completed

in cases where access to the Company's Trading System was interrupted under force majeure circumstances, including under circumstances of legal or technical force majeure. In the event of force majeure, the Company is released from any liability for the performance of its obligations, including under the Token Trading Participation Agreement, for the duration of such force majeure circumstances.

13.8. The Company is not responsible for the complete safety of personal and/or other data provided by the Users and/or the Clients, if the Users (Clients) themselves grant access to the specified data of Users (Clients) or their representatives to third parties, or as a result of improper disclosure of such data by third parties, or third parties obtain access as a result of improper measures taken by the Users and/or the Clients to keep their data safe.

13.9. The Company cannot guarantee the reliability of any external websites or applications (web-, mobile-, etc.), including of the information posted on them (among other things, it does not provide any guarantees as to the safety of funds when purchasing tokens created and posted by third parties outside the Trading System; guarantees of sufficient protection of personal data by external websites; accuracy or completeness of the information about the token market or about individual tokens on external websites), the access to which the Client may obtain through the use of the Trading System. By going to external and third-party websites the links to which have been received via the Trading System, the Client independently bears all risks associated with the use of such websites or applications.

13.10. For manipulating token prices and/or for unfair (illegal) use of insider information, the Client shall pay the Company a penalty in the form of a fine at the rate of 20,000 Belarusian rubles for each case of detected manipulation of token prices and for each case of unfair (illegal) use of insider information.

13.11. For violation of the terms of this Agreement aimed at fulfilling the obligations of the Client, as well as the rights and obligations of the Company established by clauses 3.1 (a), 3.1 (h), 4.1 (b), 4.1 (d), 7.6, 7.7, 7.9, 7.10, 7.11, 7.12, 7.13, 7.15, 8.8, as well as any clause from Section 6 of this Agreement, the Company has the right to impose a fine on the Client, that complies with the terms of clause 1.2 of Appendix 3 hereto, of at least 20% of the Funds accounted for by the Client. The Client shall pay to the Company the fine established by this clause for each detected violation. The Company has the right to fully or partially withhold the amount (size) of the fine from the Client's Funds held by the Company.

13.12. The Company has the right to fully or partially deduct the amount (size) of such penalty from the Client's Funds, held by the Company.

13.13. If the performance of the agreement becomes impossible for the Company due to the circumstances specified in clauses 13.3 – 13.9, for which neither party is responsible, the Company in any case is entitled to satisfaction from the Client under the agreement or may terminate performance of its obligations due to the impossibility of their fulfillment.

#### **14. MEASURES AIMED AT PERFORMANCE OF THE COMPANY'S OBLIGATIONS**

14.1. Within the limits established by applicable law, as well as to the extent reasonably necessary for the Company as a cryptoplatform operator to fulfill

obligations in the field of prevention of Legalization of proceeds, countering the manipulation of token prices, countering the unlawful (unfair) use of insider information about tokens, the Company has the right to take any or several of the following actions:

- (1) refuse unilaterally and out of court to perform the Agreement, and/or
- (2) suspend the Client's Account (Personal Account);
- (3) restrict or stop providing the Client with access to the Trading System as a whole or to some of its parts and functions, including the disposal and use of the Funds assigned to the Client in the Account (Personal Account) on his eWallet and/or Accounts, performing trading and/or other operations;
- (4) refuse to execute, cancel, suspend (resume) or otherwise change the execution of a trading operation, as well as other operations initiated by the Client by sending an Application (order);
- (5) deactivate the Account;
- (6) apply other reasonable measures not covered by this Agreement.

14.2. The Company may accept the actions specified in clause 14.1 of this Agreement, including if:

- (a) the Company is entrusted with the relevant obligations, including in the field of preventing Legalization of proceeds, countering manipulation of prices for tokens, counteracting unlawful (unfair) use of insider information about tokens in accordance with the law or pursuant an order of the court or state body authorized to issue such an order in relation to the Company;
- (b) the Company has reasonable suspicions or information about the violation by the Client of the provisions of this Agreement;
- (c) the Company has reasonable suspicions that the transaction is erroneous, or sham, or related to a breach of the security of the Client's Account (Personal Account);
- (d) the Company has reasonable suspicions that the Client is using insider information about tokens for the purpose of trading tokens and profiting from such use or manipulating the token prices by performing trading operations;
- (e) the Company has reasonable suspicions that the Client is carrying out financial or any other crime;
- (f) the Client repeatedly makes suspicious financial transactions;
- (g) in relation to the Client or his use of the Client's Account (Personal Account) administrative, criminal or judicial proceedings have been initiated;
- (h) the Client intends to make a transaction with tokens, which are based on the principle of complete anonymization of transactions (operations) made with them;
- (i) the Client intends to execute settlements of one transaction with tokens in the amount exceeding 2,000 base units, not by bank transfer or electronic money transfer;
- (j) if, as a result of the use of software that summarizes and analyzes the use by the Client of addresses (identifiers) of virtual wallets, as well as evaluates the risk of using addresses (identifiers) of virtual wallets to carry out or participate in illegal activities, or services of other persons (performers) according to the specified generalization, analysis and assessment when making a transaction with tokens, a high degree of risk of Legalization of proceeds by the Client has been established;

(k) the Client refused to provide the Company with additional information and/or data requested by the Company in the process of Identification and Verification.

14.3. The Company is obliged to apply a ban on the disposal, use of tokens and/or a ban on transactions (operations) with tokens, which are not financial transactions, in relation to Clients:

14.3.1. that were included in the list of organizations, individuals and individual entrepreneurs, involved in terrorist activities;

14.3.2. in respect of whom the Company has reason to believe that in the process of interaction with the Company they carry out Legalization of proceeds.

14.4. When the Company takes actions in accordance with this section of the Agreement, the Company will send a notification to the Client about these actions, unless otherwise established by the internal regulations of the Company or legislation.

14.5. In order to prevent Legalization of proceeds, the Company is obliged:

(1) to freeze funds, the holder or owner of which (their beneficial owner) is a person included in the list of organizations, individuals and individual entrepreneurs, involved in terrorist activities;

(2) to block a financial transaction, if a participant in this financial transaction or beneficiary of it (its beneficial owner) is a person included in the list of organizations, individuals and individual entrepreneurs, involved in terrorist activities.

14.6. In order to implement the provisions of clause 14.5, the Company has the right to 1) block a financial transaction with funds in respect of which freezing measures have been taken; 2) block a financial transaction if during the Identification process it is established that its participant or beneficiary (its beneficial owner) is a person included in the list of organizations, individuals, including individual entrepreneurs, involved in terrorist activities; 3) refuse to conclude and/or execute this Agreement to a person included in organizations, individuals, including individual entrepreneurs involved in terrorist activities, or an organization whose beneficial owner is an individual included in the list of organizations, individuals and individual entrepreneurs involved in terrorist activities.

14.7. The provisions of this chapter constitute the essential terms of the Agreement.

14.8. In the event of the Company's unilateral refusal to execute this Agreement, the Company ensures the withdrawal of the Client's Funds from the eWallet, taking into account the specifics provided for by this Agreement.

## **15. SPECIAL ASPECTS OF PERFORMANCE OF OBLIGATIONS**

15.1. The Company does not guarantee the uninterrupted operation of the blockchain used for trading tokens. In the event of failures or other technical malfunctions related to blockchain operation, the Company is not responsible for the losses incurred by the Client, including for the inability to complete transactions, delays in transactions or any other consequences.

15.2. The Company does not guarantee the uninterrupted and error-free operation of the services provided by third parties, including, without limitation, integration with partner services. The Company is not responsible for the actions (or inaction) of third parties, as well as for errors, failures or defects in their software products or services.

In the event of any disputes or claims of the Client related to the operation of third-party software products, the Client undertakes to contact directly the relevant third

parties. The Company is not a party to such disputes and is not responsible for settlement of disputes between the Client and third parties.

15.3. When interacting with software products owned by third parties, including as part of integration with partner services, the Client's obligations to the Company to deposit funds in accordance with Section 8 hereof shall be deemed performed upon receipt by the Company of a notification of funds withdrawal from the Client's account, if such interaction is stipulated by agreement between the Company and the relevant partner. The Company is entitled to request confirmation of the fact of withdrawal or other status of money transfers in accordance with the protocol approved by the partner bank or by the payment service.

## 16. AGREEMENT TERMINATION

16.1. This Agreement is terminated:

(a) at the initiative of the User who may act as the Client by sending to the Company a notice of termination of obligations to the e-mail: [corporate@free2ex.com](mailto:corporate@free2ex.com);

(b) at the initiative of the Company, when it terminates the User's and/or the Client's access to the Trading System, deactivates or terminates the Client's access to the Account (Personal Account) irrevocably.

16.2. The Company has the right to unilaterally refuse to perform the Agreement in case of<sup>19</sup>:

16.2.1. detection by the Company of the fact of systematic performance of suspicious financial transactions by the Client;

16.2.2. two or more decisions within six months on refusal for the Client to perform financial transactions;

16.2.3. application of measures aimed at freezing funds and/or blocking financial transactions in accordance with the legislation;

16.2.4. in other cases, to the extent permitted by applicable law, as well as to the extent necessary to fulfill the obligations imposed on the Company in the field of prevention of Legalization of proceeds, counteracting manipulation of price for tokens, counteracting unlawful (improper) use of insider information about tokens;

16.2.5. violation by the Client of any of the conditions of section 6 hereof;

16.2.6. violation by the client of clause 3.2(h) hereof;

16.2.7. the occurrence of events provided for in paragraph 4 of clause 7.3 hereof.

16.2.8. For other reasons that the Company unilaterally deems justified for termination of the Agreement.

16.3. After the termination of the legal relations governed by this Agreement for any reason, unless otherwise provided for by applicable law, any rights, obligations and/or duties that arose prior to termination continue to be in force until their full completion.

16.4. After termination of the Agreement, the Company retains the information and documents of the User and/or the Client that are required in accordance with the provisions of the legislation or in the interests of the User and/or the Client, including, but not limited to:

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<sup>19</sup> This clause (16.2) constitutes an essential condition of this Agreement.

- sound recordings (video recordings) and correspondence between the User and/or the Client and the Company for at least 5 years from the date of implementation (occurrence) of such sound recordings (video recordings) and correspondence;
- information about each fact of violation of the Client's legislation within 5 years from the date of detection of this fact;
- reports on the Client's transactions carried out for at least 3 years after the tax authorities conducted an audit of compliance with tax legislation or at least 5 years from the date of closing the Client's account when checking the Company's compliance with tax legislation after closing the account (the longest retention period applies). If the tax authorities have not checked compliance with tax legislation – 10 years from the date of financial transactions;
- documents and other materials obtained during the determination of the level of knowledge (competence) for at least 5 years from the date of receipt of such documents and other materials;
- other information and documents in accordance with applicable law. The Company does not have the right to unilaterally, out of court, refuse to fulfill obligations under the Company's own tokens created by it or on its instructions by another person and placed by the Company, as well as unilaterally terminate out of court the effect of the corresponding "White paper" declaration approved by the Director of the Company, if these tokens are in circulation.

16.5. In the event of termination of the Agreement, the withdrawal of Funds accounted for by the Client in the Account (Personal Account) on his eWallet and/or Accounts is carried out by the Company in the manner and with consideration of restrictions established by this Agreement.

16.6. The Company has the right at any time, unilaterally and out of court, to amend the Agreement or its individual components, also in terms that describe types and amounts of remuneration to the Company.

16.7. Amendments to the Agreement for participation in trading or its individual components in a unilateral out of court procedure shall be made by their posting (publishing) on the Company's website and/or in the Company's mobile Application, if such functionality is provided by the Company, in the form of a new version of the document, or changes and/or additions to the current version of the document and becomes binding upon the Company and the Client at the time of their posting (publishing) on the Website and/or in the Company's mobile Application, if such functionality is provided by the Company, unless a different date for the entry into force of amendments and/or additions is expressly stipulated.

## **17. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE**

17.1. The relations of the Parties arising out of this Agreement and other documents, that make an integral part hereof, shall be governed by the substantive law of the Republic of Belarus.

17.2. Compliance with the claim procedure in relation to the settlement of disputes arising in connection with this Agreement is mandatory.

17.3. Claims shall be sent in the following ways:

- in electronic form from an e-mail address<sup>20</sup> with an attachment to the letter of an electronic copy of the signed claim drawn up on paper (if the claim is signed by a representative – with an attachment of an electronic copy of an image of the document confirming the authority of the representative);
- on paper by registered mail with acknowledgment of receipt or by mail delivery services to the addresses of the place of residence (location) (with the attachment of copies of documents confirming the representative's powers, if the claim is signed by the representative).

17.4. The claim indicates:

- last name, name, patronymic (name) of the applicant of the claim and the person(s) to whom the claim is presented (recipient of the claim), their place of residence (place of temporary residence) or location;
- date of the claim;
- the circumstances on the basis of which the claim was made;
- evidence confirming these circumstances, as well as copies of documents substantiating and confirming the presented claims, or extracts from them;
- requirements of the applicant of the claim with reference to legislation, provisions of this Agreement or internal regulations of the Company;
- claim amount and its calculation, if the claim is subject to monetary value;
- bank details of the claimant (if any);
- a list of documents attached to the claim;
- other information required to resolve the dispute.

17.5. Upon the receipt of a claim, the relevant party shall respond to it within 30 calendar days from the date of its receipt. The response to the claim shall be sent in the same way as the claim was received.

17.6. The claim is not subject to consideration if the claim has been submitted not in accordance with clause 17.3 of this section; or the content of the claim does not correspond to clause 17.4 of this section.

17.7. If the dispute that has arisen has not been settled through a complaint procedure, and the Parties have not agreed to appeal to extrajudicial authorities to resolve the dispute, it is submitted to the court at the location of the Company, determined in accordance with the legislation of the Republic of Belarus. If the Client is a foreign legal entity or a foreign organization that is not a legal entity, the dispute shall be resolved by the International Arbitration Court at the Belarusian Chamber of Commerce and Industry in accordance with its Rules. This reservation applies to all disputes, disagreements or claims that may arise from or in connection with this Agreement and the terms and conditions, including those related to its modification, termination, performance, invalidity or interpretation.

17.8. The Client has the right to send to the Company an offer to use other out-of-court dispute settlement methods in accordance with clause 17.7 hereof. The use other out-of-court dispute settlement methods, in addition to the claim procedure, is allowed only with the consent of the Client and the Company.

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<sup>20</sup> Taking into account the requirements for the e-mail address of the Client, established by clause 7.7. hereof.

## **18. DISCLOSURE OF RISK RELATED INFORMATION**

18.1. Tokens are not considered legal means of payment and are not secured by the government, no administrative-territorial units or state bodies are liable to the owners of tokens for the consequences that may arise in connection with the ownership and/or disposal of tokens.

18.2. Transactions with tokens may lead to a complete loss of the monetary funds or tokens transferred in exchange for tokens, including, but not limited to, situations that result from volatility in the value of tokens; technical failures (errors); committing illegal actions, including theft.

18.3. Transactions with tokens may not meet the expectations of the financial (investment) result.

18.4. Among other things, the implementation of transactions (operations) with tokens is associated, in particular, with the following risks:

18.4.1. The token market is unstable. The value of tokens can be subject to significant fluctuations, and a person making transactions (operations) with tokens can either increase or completely lose their assets (investments);

18.4.2. Any transactions (operations) with tokens are carried out by individuals at their own risk and are irreversible;

18.4.3. The Company's Trading System, like any other information and trading system, is subject to the risks of malfunctioning caused by technical failures (errors), although the likelihood of such risks being realized is minimized due to a wide range of technical, software and organizational measures taken by the Company;

18.4.4. Some tokens sold by the Company can have value only if the Company's Trading System is used;

18.4.5. The lack of unified approaches to the legal regulation of the circulation of tokens can lead to the fact that the consequences of operations (transactions) with tokens may have a different legal assessment in different states.

## **19. FINAL PROVISIONS**

19.1. If any provision of this Agreement or other documents, which make an integral part of this Agreement<sup>21</sup>, is or becomes illegal, invalid, or unenforceable in any jurisdiction, this shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement or other documents, which make an integral part of this Agreement, or the validity or enforceability in other jurisdictions of this or any other provision of this Agreement or other documents, which make an integral part of this Agreement.

19.2. All provisions of this Agreement that by their nature shall survive expiration or termination of this Document, including, without limitation, the provisions relating to restrictions as to the use, prohibited activities, dispute resolution, will remain

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<sup>21</sup> Including, but not limited to, the rules for determining the size and procedure for collecting remuneration of the cryptoplatform operator from clients, the rules for trading with the receipt of Borrowed tokens, the rules for trading digital signs (tokens), the rules for obtaining the status of a token trading Member by a client (admitting a client to token trading), and exclusion of the client from the number of token trading Members (deprivation of the status of a token trading Member) and other internal regulations of the Company as posted (published) on the Company's Website in full and/or in the form of separate parts (extracts) as well as those not subject to mandatory publication.

binding and will continue to stay in force after the termination or expiration of this Agreement.

19.3. The headings in this Agreement are for reference only and do not affect the drafting or interpretation of any provision.

19.4. Nothing in this Agreement creates representation relationships.

19.5. This Agreement supersedes any preliminary agreement or prior arrangement between the Company and the User and/or the Client.

19.6. Minsk (Republic of Belarus) is recognized as the place of conclusion and execution of this Agreement.

19.7. This Agreement shall enter into force as follows:

19.7.1. With regard to the registration procedure of the Account (Personal Account), access to part of the functionality of the Trading System (without establishing relations in terms of trading tokens, without the right to perform financial transactions and trading and related obligations), Identification and Verification procedures – from the moment of acceptance of the Agreement by the User on the Company's Website and/or in the Company's mobile Application, if such functionality is provided by the Company;

19.7.2. Relations with the Client regarding token trading are established, and the rights and obligations of the Client as a Trading Member arise from the moment of successful Verification of his data and assignment of the "Verified" status.

19.8. The Agreement is valid until the Parties fulfill their obligations in full.

19.9. The circulation of tokens placed as part of the ICO through the Company's Trading Platform is carried out on the terms and in the manner prescribed in the White paper declaration corresponding to a specific ICO located on the ICO Organizer's website.

19.10. When interpreting and applying this Agreement, its text in Russian takes precedence over the version of this Agreement in any other language.

19.11. This Agreement is an accession agreement, has a mixed form, contains elements of various agreements, with the restrictions and conditions set forth in the Agreement, regardless of whether the Agreement contains a signature (electronic digital signature).

## 20. DETAILS OF THE COMPANY

### **Pixel Internet Closed joint-stock company**

Payer's Identification Number 590995582. Legal address: 220004, Republic of Belarus, Minsk, 4B Amuratorskaya St., premises 22, office 17. E-mail: [corporate@free2ex.com](mailto:corporate@free2ex.com).

Appendix No.1 to the Agreement for participation in token trading (for legal entities and individual entrepreneurs) (as amended on 01.10.2025)

## **TERMS USED IN THE AGREEMENT FOR PARTICIPATION IN TOKEN TRADING (FOR LEGAL ENTITIES AND INDIVIDUAL ENTREPRENEURS) AND OTHER DOCUMENTS OF THE COMPANY**

**Account (personal account), Cabinet** is a unique record in the Trading System, created on the basis of a set of data reported (provided) by an individual entrepreneur or a legal entity on the webpage of the Company <https://my.free2ex.com/ru/Login> and/or in the Company's Mobile Application, if such functionality is provided by the Company, which provides a unique eWallet number and access to the Client's Personal Account. The data provided by an individual entrepreneur or a legal entity are reflected (stored) in the Client's Personal Account.

**Balance** is the total number of the Client's tokens (Monetary Funds) on a separate account (Trading Account) which is reflected on the account in the result of all Operations, including operations of replenishing the Account and withdrawing Funds from it, and, in terms of trading with obtaining borrowed tokens – the total number of Client's tokens on the Leverage Account, which is reflected based on the results of all Leverage operations, including operations of replenishment of the Leverage account and withdrawing Funds from it.

**Irrevocable power of attorney** is an irreversible power of attorney that is issued by the Client to the Company when initiating a Long transaction or a Short transaction to provide Company with a possibility of a Compulsory completion of transactions on behalf of the Client in order to prevent the Client from incurring obligations in the amount exceeding the amount of the Funds.

**Irrevocable power of attorney at a Long Transaction** authorizes the Company to dispose on behalf of the Client of Token assets, previously acquired by the Client from another Trading Member within the framework of the corresponding Long Transaction. The disposition is carried out at the current price of a Token Asset at the time of such disposition by the Company on behalf of the Client in exchange for the required number of Trade coin tokens.

**Irrevocable power of attorney at a Short Transaction** authorizes the Company to purchase Token Assets from another Trading Member in the same amount and of the same type as Token Assets that were previously disposed by the Client to other Trading Members within the framework of the corresponding Short Transaction on behalf of the Client. The purchase is carried out at the current price of a Token Asset at the time of purchase in exchange for the required number of Trade coin tokens.

**Irrevocable offer** is an irreversible offer that is provided by the Client when initiating a Long or Short Transaction to ensure a possibility for the Company to perform a Compulsory completion of transactions, which can be accepted by the Company in specified cases.

**Irrevocable offer at a Long Transaction** authorizes the Company to acquire into ownership from a Client the number of Token Assets previously acquired by the Client from the Company within the framework of a corresponding Long Transaction. The purchase is carried out at the current price of a Token Asset at the time of acceptance of the offer in exchange for the required number of Trade coin tokens.

**Irrevocable offer at a Short Transaction** authorizes the Company to dispose to a Client all the Token Assets that were acquired by the Company from a Client within the framework of this Short Transaction. The sale is carried out at the current price of a Token Asset at the time of the acceptance of the offer by the Company.

**Verification** is a set of measures to confirm the authenticity of the data of the User and/or the Client obtained in the course of Identification.

**White Paper Declaration** is a document that includes information about the activities for which investments are attracted by means of placing tokens, and a person who is about to do it.

**Monetary funds** is money (US dollar, euro, Swiss franc, Chinese yuan, Russian ruble, Belarusian ruble), electronic money of the Client, including money held by the Company and assigned to the Client in his Account (personal account).

**eWallet** is an integral part of the Account (Personal Account), which is used for accounting and storing the Funds transferred by the Client to the Company and reflected by the Company on the Client's eWallet in the Personal Account, allowing the Client to perform operations of acquisition (disposition, exchange) of tokens in the Company's Trading System, including replenishment (transfer of Funds) to Accounts within the Trading Platform, withdrawal of Funds from the Trading System.

**Application (order)** is an offer to perform an operation for acquisition (disposition, exchange) of tokens, which also serves as an acceptance for such an operation, sent by the Client to the Company through the Trading Platform and/or Trading System.

**Borrowed tokens** are tokens received by a Client into ownership from the Company as part of a Borrowing transaction.

**Borrowing transaction** is a transaction for exchanging tokens, during which the Company transfers a number of certain tokens requested by the Client into the ownership of the Client, taking into account the ratio of the Borrowed tokens and the Deposit that are confirmed for the Client by the Company (provision of the Borrowed tokens), and the Client undertakes to transfer (return) the ownership of the same number of equivalent tokens for Remuneration (Return on the Borrowing operation) to the Company. Determination of the number of tokens transferred in exchange is carried out based on the current value (price) of the corresponding tokens in the Trading System. To ensure the Return on the Borrowing operation, a part of the Client's tokens is unavailable for use as a Deposit. For a Return on the Borrowing operation, the Company can unilaterally withdraw from the Client's account a number of tokens identical in type and quantity to the Borrowed tokens.

**Money Laundering Law** is the Law of the Republic of Belarus No. 165-3 "On measures to prevent laundering of the proceeds of crime, terrorist financing and financing of proliferation of weapons of mass destruction" dated 30 June 2014.

**Identification** is a set of activities for the establishment of customer data, which is determined by the Law on prevention of laundering and internal regulations of the Company. When registering a User before the conclusion of the Agreement, an

incomplete identification procedure is allowed, which is necessary to create an account, and allows the user to test the functionality of the Trading System without performing financial transactions and to make a decision on the need to establish relations with the Company in terms of trading tokens.

**An Investment Account** is an account type that relates to the Trading account, represents a unique record of the Client within the account, intended for recording the Client's Funds, expressed in the account currency determined by the Company, and performing transactions with the Funds on the Trading platform based on the Leverage operations model with a leverage of x1 and with other features established by the Company (account currency, asset type, size and procedure for determining commissions, swaps, etc.). This type of account assumes the ability to open several accounts, one for each type (depending on the assets and their analogues, a separate type of Investment account is used: US Stocks and ETF, others - as the Company's proposals are received).

The Investment Account is opened in the name of the Client at his request, subject to confirmation by the Client of the required representations.

**Client** is a legal entity or an individual entrepreneur (a Hi-Tech-Park resident) who has entered into an agreement with the Company for participation in token trading, created an account in the Trading System, who has duly passed Identification and Verification, has been admitted to token trading and who commits (intends to commit, has committed) an acquisition (alienation, exchange) operation with regard to tokens with the Company or other Trading Members.

**Cryptocurrency** is tokens that represent cryptocurrencies and are admitted for trading in the Trading System.

**Leverage transaction** is a Long or Short operation performed by a Client, where the Client uses Borrowed Tokens.

**Leverage Account** is a unique record created by a Client in the Client's Personal Account, intended for the use by the Client when performing token exchange transactions with the receipt of Borrowed tokens on the Company's Trading Platform.

**Legalization** is laundering of the proceeds of crime, terrorist financing and financing proliferation of weapons of mass destruction.

**Personal Account** is a part of the Trading System used for registration, Identification, Verification, opening and closing of Accounts, access to eWallet and Accounts, deposit and withdrawal of the Funds, exchange of the Cryptocurrency at the current rate set by the Company, and performance of other actions within the Trading System.

**Long Transaction** is a sequence of token exchange operations performed in the following order:

Step 1: The Company, upon request of a Client, provides the Client with Trade coin tokens by way of Borrowed tokens.

Step 2: The Client purchases Token Assets from another Trading Member or the Company by exchanging their own Trade coin tokens (including Borrowed Tokens) for Token Assets.

Step 3: The Client sells Token Assets to another Trading Member or the Company by exchanging Token Assets for Trade coin tokens.

Step 4: The Client makes a Return on the Borrowing operation.

When making a Long operation, a Client makes investments based on his own forecast of an increase in the price of the purchased Token asset.

By initiating a Long Transaction, a Client provides the Company with an Irrevocable Offer and an Irrevocable power of attorney to provide the Company with an ability of a Compulsory completion of transactions.

**Deposit** is a number of Trade coin tokens on the Client's Leverage Account, which can be used only for the Return on the Borrowing operation and payment of remuneration to the Company for a Leverage transaction. The procedure for calculating the amount of the Deposit is determined by the Company.

**Company** is Pixel Internet Closed joint-stock company, UNP 590995582, legal address: 220004, Republic of Belarus, Minsk, 4B Amuratorskaya St., premises 22, office 17. In the text of the internal regulations issued by Pixel Internet CJSC, it may be referred to as "Company" or "FREE2EX".

**HTP** is the High-Tech park of the Republic of Belarus.

**User** is a person who uses the Trading System, both being and not being a Client of the Company. The User may be a person who has started the process of registration, and/or Identification, and/or Verification of data, but has not completed Verification and has not received the status of confirmed Verification. The User's functionality is limited to viewing the capabilities of the Trading System without the possibility of performing transactions in it.

**Liquidity provider** is a legal entity that provides the Company, if necessary and at the discretion of the Company, with an opportunity to ensure the fulfilment of Company's obligations to the Clients on performance of transactions for acquisition (disposal, exchange) of tokens in the Trading System.

**Notification on a Compulsory completion of transactions** is a notification of the Client by the Company about the need to provide additional Deposit and a Compulsory Completion of Transactions in the event that additional Deposit is not provided within the time limit and in the manner established by the Rules for Trading with the Use of Borrowed Funds.

**Compulsory completion of transactions** is implementation of acceptance of the Client's Irrevocable offer by the Company, which is provided by the Client as part of a Long Transaction or Short Transaction, in case the Token Assets Exchange Transaction was made with the Company, or if the Token Assets exchange Transaction was executed by another Trading Member, the Company's actions to alienate or acquire Token Assets (depending on the type of Leverage Transaction) on behalf of the Client under an Irrevocable Power of Attorney issued by the Client as part of a Long Transaction or Short Transaction. Compulsory completion of operations may be carried out by the Company if, as a result of the completion of the Leverage transaction, the ratio between the Funds on the Leverage Account and the Deposit is 100% or less. In order to avoid contradictions, the ratio at which Compulsory Completion of operations is carried out is calculated using the following formula:

$$\text{Funds/Deposit} * 100\% \leq 100\%$$

where,

**Funds** are Client's Funds on the Leverage account,  
**Deposit** has the meaning established by this Appendix and the Rules for trading using borrowed funds.

**Slippage** is the difference between the token exchange price reflected in the Trading System at the time the Client places an Order (for Market Orders) or the token exchange price specified by the Client in the Order (for Pending Orders) and the actual price at which the Order was executed. It may occur even in the event of a Compulsory completion of transactions.

**Approximate Balance** is an estimated total amount of the Client's Funds, reflected in the Company's mobile Application, if such functionality is provided by the Company (or in the Web version of the Client's Personal Account) by the results of all Transactions, available on the Client's eWallet, all types of currencies (tokens) on the Client's Accounts. The approximate balance is reflected in a conventional unit (currency), for example, USD<sup>22</sup>.

**Company's application** is a software application specially designed for installation and use on mobile or other devices, used by the Company as a cryptoplatform operator for interaction with the Client and integrated operation of the Company's Trading System.

**Suspension of operations on a Leverage Account** is an action performed by the Company, as a result of which operation of the Client's Leverage Account is suspended, the Client can "enter" it, but is deprived of the opportunity to make (carry out) any Transactions (operations) using it, and is also deprived of the opportunity to transfer the Funds (money, electronic money, tokens) from the corresponding Leverage account to another account.

**Close-only mode** is the mode of an operation of the Trading platform in relation to a certain market or type of tokens, which is established by the Company on its own decision in the following cases: a) exclusion of tokens from trading on the Trading Platform (delisting); b) performance of Corporate actions; c) negative price for a Token asset, and is characterized by the following:

- the Client is not entitled to purchase tokens in the market in respect of which the Close-Only mode is set and to start Trading or Leverage Transactions in relation to such tokens;
- the Client can dispose of tokens of this market (such tokens) at trading tokens or in any other way determined by the Company, and complete (terminate) Trading and Leverage operations in relation to such tokens.

**Company's website** means any website addresses used by the Company as an operator of the cryptoplatform, including the website of the Company <https://www.free2ex.com/>, <https://www.free2ex.ru/>, website of the Trading Platform <https://live.free2ex.com>, website(s) of the Personal Account: <https://my.free2ex.com/ru/Login/>, trading terminals of the Trading Platform allowing the

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<sup>22</sup> Solely for the convenience of the Client, the approximate balance is reflected in the reference amount and in a certain conventional unit (currency, token, etc.). The Company has the right to unilaterally change the settings for displaying the Approximate Balance.

User or the Client to interact with the Company in the Web version of the Personal Account (**the Web version of the Personal Account**).

**Transaction** is an operation for acquisition (disposal, exchange) of tokens between Trading Members, which means execution of two counter Applications (orders), or between a Trading Member and the Company.

**Funds** means money, electronic money, digital signs (tokens), including the Client's cryptocurrencies and Trade coin tokens the title to which was received by the Client from the Company.

**Order book** is a list of unexecuted pending Applications (orders) on the Trading Platform. Each pending Application (order) contains the price and the quantity of tokens of the Funds necessary to perform a Trading operation.

**Parties** are participants of the Agreement for taking part in token trading (Client<sup>23</sup> and Company).

**Account** is any type of the account classified as a Trading Account.

**Terminals** means specialized software available for downloading on Android, iOS, Windows platforms or through a web browser, by means of which the Client gains access to the Trading Platform (web terminal, mobile terminal, win terminal, etc.).

**Token Asset** is a digital sign (token) admitted to trading in the Trading System, which certifies the owner's right to require the person who placed it to purchase this token at the cost of a certain asset (currency, security, precious metal, index, exchange asset), which this asset has at the time of satisfaction of such a requirement.

**Trade coin tokens** are tokens of the Company that certify that their owner has the rights specified in a corresponding White Paper Declaration posted on the Company's website.

**Trading Transaction** is a transaction related to purchase (disposal, exchange) of tokens on the Trading Platform, which is not a Leverage operation.

**Trading platform** is a software package of the Company designed to perform transactions of acquisition (disposition, exchange) of tokens, including transactions with the receipt of Borrowed tokens.

**Trading Accounts** shall mean Crypto accounts, Leverage Accounts, Investment Accounts, and other accounts, which, depending on the administrative and technical settings of the Trading System, may be offered for opening and maintenance by the Company for trading tokens on the Trading Platform.

**Crypto account** is a unique record of the Client within the framework of the account, intended for accounting the Client's Funds used to perform Trading operations (without receiving Borrowed Tokens). One Crypto account is created for the Client (depending on the settings of the Trading System and by the decision of the Company, creation of several Crypto accounts may be proposed). A Crypto account is opened automatically in the name of the Client upon assignment of the status of a Trading Member and admission to trading.

**Trading system** is a term used by the Company to combine such parts of the software complex as an Account (Personal Account), Terminal, Trading platform, Client's Personal Account into a single concept, as well as other options that may be

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<sup>23</sup> And prior to receiving the status of a Trading Member – the User

added by the Company from time to time, functionally related to each other, which are subject to all internal regulations adopted by the Company from time to time (or amended by it from time to time).

**Required Balance** is a number of Trade coin tokens that must be present on a Client's Leverage Account by way of a Deposit.

**Trading Member** is a Client admitted by the Company to token trading.

**Price gapping (gap)** is the difference between the closing price of the previous timeframe (chart component) and the opening price of the next one. As part of working on the Trading Platform, Price Gapping visually corresponds to the "gap" between neighboring components on the price chart.

**Short Transaction** is a sequence of token exchange operations performed in the following order:

Step 1: The Company, upon request of the Client, provides the Client with a Token Asset by way of Borrowed Tokens.

Step 2: The Client sells Token Assets (including Token Assets received by way of Borrowed Tokens) to another Trading Member or the Company by exchanging Token Assets for Trade coin tokens.

Step 3: The Client purchases from another Trading Member or the Company the same number of Token Assets by exchanging their own Trade coin tokens for Token Assets.

Step 4: The Client makes a Return on the Borrowing operation.

In the process of making a Short Transaction, the Client makes investments based on his own forecast of a decrease in the price of Token Assets received by the Client by way of Borrowed Tokens.

By initiating a Short Transaction, the Client provides the Company with an Irrevocable Offer and an Irrevocable Power of Attorney to provide the Company with an opportunity for a Compulsory completion of transaction.

Appendix No.2 to the Agreement for participation in token trading (for legal entities and individual entrepreneurs)  
(as amended on 01.10.2025)

1. The following types of Applications (orders) can be used in the Trading Platform. For the purpose of this Appendix, an Application (order) shall mean only an offer to perform an acquisition (disposal, exchange) operation with regard to tokens, which also serves as an acceptance under such an operation, sent by the Client to the Company through the Trading Platform:

Market orders:

- Market Sell order is an order for token disposal in exchange for another token at the best price as at the time of order execution;
- Market Buy order is an order to purchase a token in exchange for another token at the best price as at the time of order execution.

Pending orders:

- Buy Stop pending order is an order for the purchase of a token in exchange for another token at a price higher than the current best price for the purchase of a token.
- Buy Limit pending order is an order for the purchase of a token asset in exchange for another token at a price lower than the current best price for the purchase of a token.
- Sell Stop pending order is an order for the disposal of a token in exchange for another token at a price higher than the current best price for the sale of a token.
- Sell Limit pending order is an order for the disposal of a token in exchange for another token at a price lower than the current best price for the sale of a token.
- Buy Stop Limit pending order is an Order to place a Buy Limit pending Order when the token reaches the specified Buy Stop price level.
- Sell Stop Limit pending order is an Order to place a Sell Limit pending order when the token price reaches the Sell Stop price level.
- Stop Loss pending order (available when trading with the receipt of Borrowed tokens);
- Take Profit pending order (available when trading with the receipt of Borrowed tokens);
- Hidden order (Iceberg order) is an order for the acquisition or disposal of tokens, which is automatically divided into a number of orders for the acquisition or disposition of fewer tokens and, as a result, is not partially reflected in order (application) book.

Some types of Applications (Orders) may not be available for a certain period of time due to the lack of necessary functionality in the Trading System.

2. For the placement of a Market Order the trading Member shall specify the amount of the token for acquisition or disposal at the best available price. If a Trading Member wants to purchase or dispose of a token at a specified price in a larger volume than the available one, the Member can specify the desired volume before placing a

Market Order. In this case the available Volume will be purchased (disposed), and the missing Volume will be purchased (disposed) at the next best price.

3. For the placement of a Pending Order, including the relevant Hidden Order, the Trading Member shall specify the amount of the token for acquisition or disposal and the desired acquisition (disposal) price. The Pending Order for disposal will be executed when the price of the placed Order becomes equal or the best price for disposal in the Order book and a counter Order is placed from another Trading Member.

For the placement of a Pending Stop Limit Order (Buy Stop Limit, or Sell Stop Limit, or the corresponding Hidden Order), the limit price for order execution (Buy Limit or Sell Limit) is additionally indicated.

4. An Order placed by a Trading Member is both an offer and an acceptance of the transaction for acquisition (disposal, exchange) of tokens.

5. Orders, depending on the volume and price specified in them, can be executed by the Company in parts, excluding Market Orders and Sell Stop and Buy Stop Orders. In case of partial execution of an Order, the price at which this Order is executed may differ from the price for tokens that the Client has seen in the Trading System and/or when sending the Order.

6. A mandatory requirement is that the Trading Member has the Funds to execute the placed Order. Orders are placed after instant automatic verification of the availability of a sufficient number of tokens (Monetary Funds) on the relevant trading account of the Trading Member in his Personal Account. A Trading Member's order is not placed if the number of tokens (Monetary Funds) on the trading Account of the Trading Member in the User Account is insufficient for the transaction.

7. When performing transactions, the market price, based on which transactions are performed between Trading Members for all traded tokens, is determined by demand and supply among Trading Members and is available at the address on the Company's website (<https://live.free2ex.com/>). It is understood that the Trading Platform first of all automatically offers to the Trading Member who has placed the Order a counter Order of another Member, taking into account the best price. If several token trading Members send Orders with identical or similar characteristics (the volume and/or the price), the Orders shall be executed in succession taking into account the time of their sending, i.e. the Order which has been placed earlier shall be executed prior to the Order placed later by the relevant Trading Member.

8. Orders are executed by reflecting the tokens owed to the token trading Members on the Crypto accounts. This reflection is made by the Company automatically at the time of Order execution, after which the obligations of the Trading Members to each other are considered fulfilled. The procedure for the execution of Orders while dealing with Investment Accounts and Leverage Accounts is determined in accordance with the principles of application of the Rules for trading tokens with receipt of Borrowed Tokens.

9. An order placed by a Trading Member may be partially executed. In this case, based on the preprogrammed algorithm, the Trading Platform, on behalf of the Trading Member who originally placed the Order, issues a new Order in the amount of an unexecuted volume of the Order, while maintaining the conditions of the original Order.

10. The Order is considered to be executed from the moment when the acquisition (disposal) of the corresponding number of tokens is reflected on the Crypto accounts of the Trading Members.

11. A Trading Member has the option to withdraw (cancel) his Order. Cancellation of an Order by the Trading Member may be performed only till the moment when the Order is considered to be executed.

12. The Trading Member has the right to edit the previously placed Order, which is located in the Order Book specifying a new price level and/or Order volume. After setting the new Order parameters, the Trading System checks the availability of the sufficient number of tokens (Monetary Funds) on the Trading Member's account to ensure that the Order has the new parameters. If there are not enough tokens on the Trading Member's Trading Account and/or Leverage account to secure an Order with new parameters, the Order is not edited. A Market order can be edited only until the moment when the Order is considered to be executed. A Limit order can be edited until the moment of complete execution of such an Order to the extent in which the Limit order has not been executed.

13. The whole history of the Trading Member's Operations is saved and available for viewing in their Account (Personal Account).

14. An order received by the Company is accepted by the Company's Trading System only if the following circumstances are present in the aggregate:

- the Order meets the requirements for its content stipulated for the Order form (including the type and the number of tokens (amount of the Monetary Funds) that constitute the provision for the execution of the Order by the Client);
- the Company has an opportunity to execute the Order. Such an opportunity may not be available, in particular, because of the lack of liquidity (including the situation when it is the result of its non-submission by the Liquidity Provider), as well as for technical and other reasons;
- the number of the Client's tokens (Monetary Funds) assigned to the Client on his Trading Account is sufficient for the execution of the Order (unless otherwise is provided for by the Order form or determined by the Company in any other way).

15. The result of the transaction may not be in favour of the Client, including due to Slippage or a Price gap. In this case, the Client may potentially not only lose all funds on the trading account, as well as receive a negative balance if the amount of the loss under the transaction was higher than the Client's balance on the Account.

The Client accepts the risks: even with a Compulsory completion of transactions (closing of positions), it may be impossible to completely prevent losses.

The Company does not provide guarantees for writing off (zeroing, covering) the debt if, in the case of a Compulsory completion of transactions, the Client has a negative Balance.

Appendix No.3 to the Agreement for participation in token trading (for legal entities and individual entrepreneurs) (as amended on 01.10.2025)

#### Unused accounts

1. The Company has the right (according to the decision made by the Company) to assign the Account (Personal Account) the status of an unused Account (Personal Account) in the following cases:

1.1. The Account (Personal Account) has not been used by the Client for performing trading operations, depositing and withdrawing Funds, purchasing (disposal, exchanging) in the Trading System for more than 180 days.

1.2. The Client lives without consideration the requests of the Company (namely, does not respond orally, in writing, in messengers, or provides information that does not correspond to the sent request, creates the appearance of responses, unreasonably delays the response time, or ignores the requests of the Company) aimed at fulfilling the obligations of the Client, as well as the rights and obligations of the Company established by clauses 3.1 (a), 3.1 (h), 4.1 (b), 4.1 (d), 7.6, 7.7, 7.9, 7.10, 7.11, 7.12, 7.13, 7.15, 8.8 and any clause from section 6 of the agreement for participation in token trading.

1.3. On the basis of another violation by the Client of the terms of the agreement for participation in token trading, or by a reasoned decision of the Company.

2. The unused Accounts (Personal Accounts) are assigned the status of a "deactivated Account" (deactivated Personal Account).

3. The Company notifies the Client about the upcoming deactivation 15 (fifteen) calendar days before the expected date of deactivation of the Account (Personal Account).

4. In the event that the Client received a notification of deactivation of the Account (Personal Account), and the Funds were accounted on the eWallet and/or the Trading Account(s) for the Client, as well as incomplete Leverage operations have been opened, the Client undertakes to complete Leverage Operations using Leverage Accounts, to withdraw the remaining Funds, having previously made an internal transfer of the Funds from the Accounts, within 15 (fifteen) calendar days, taking into account the withdrawal requirements imposed by the Company under the terms of the contract for participation in token trading.

5. If the Client does not withdraw the Funds within 15 (fifteen) calendar days, the Company has the right to withdraw the Funds to the Client's current (settlement) bank account, bank card, electronic wallet, address (identifier) of the virtual wallet.

6. The unused Accounts (Personal Accounts) may be subject to a fee for maintaining unused (inactive) Accounts. If such fees are applied, the Company informs the Client about this by sending him a corresponding notification.

**The fee may be applied in a fixed amount, or at the rate equivalent to the remaining balance of the Funds, or in any other amount set by the Company at its discretion.**

Such a fee may be set both on a permanent basis (for an indefinite period till the date of its abolition) or for a certain period of time.

7. In the event that the Client did not take measures to withdraw the Funds (did not make a withdrawal of the Funds) from the eWallet within the specified period and the Company does not have the opportunity to withdraw the Client's Funds to their current (settlement) bank account, bank card, electronic wallet, address (identifier) of the virtual wallet, including because of the blocking or closing of such a current (settlement) bank account, bank card, electronic wallet, virtual wallet address (identifier), the Company has the right to keep the Client's Funds until the Client takes measures to withdraw the Funds or the Company will be able to withdraw the Client's Funds to their current (settlement) bank account, bank card, electronic wallet, address (identifier) of the virtual wallet. In the event of the occurrence of the circumstances described in this clause and from the moment the Account (Personal Account) is assigned the status of a deactivated Account (Personal Account), a storage relationship arises between the Client and the Company on the following conditions:

7.1. The Company (keeper) undertakes to keep the Client's (depositor's) Funds assigned to him on the eWallet in the Company's Trading System. The Company, in order to ensure the safety and accounting of the Client's Funds, has the right to transfer the Funds from the Client's Trading Account(s) to the Client's eWallet in the Company's Trading System.

7.2. Change the method, place and other storage conditions by notifying the Client in writing when such a change in storage conditions is necessary to ensure the safety of the Funds.

7.3. The place of storage of the Client's Funds – addresses (identifiers), bank accounts, electronic wallets of the Company.

7.4. The Company accepts for safekeeping the Client's Funds from the moment (date) of assigning to the Account (Personal Account) the status of a deactivated Account (deactivated Personal Account).

7.5. The Company has the right to charge the fee for the storage of the Funds, deducting the fee from the Client's Funds on a monthly basis, or as a lump sum after the expiration of their storage period. The Company notifies the Client about the amount of remuneration for keeping the Funds.

7.6. The expenses of the Company for the storage of the Funds are not included in the remuneration for storage.

7.7. The storage period is 3 (three) years, starting from the day the Account (Personal Account) is assigned the status of a deactivated Account (deactivated Personal Account).

7.8. After the expiration of the specified storage period and on condition that the Client has been notified, the Company has the right to dispose of the Funds (tokens) and exchange them (sell them) for cash at a market price prevailing at the time of the decision to sell tokens. The amount of the funds received from the sale (exchange) is transferred to the Client, and if after the sale (exchange) of the Funds (tokens) the Client does not withdraw funds, they remain in the storage of the Company for a new period, under the same conditions, except for the condition on the amount of remuneration, or terms of collection of the fee for maintaining unused (inactive) Accounts (Personal Accounts), which will be valid for the Client in the amount

established by the Company at the time of sale (exchange) of the Funds (and which may change from time to time).

7.9. In the event that the conditions of clause 7 are applied to the Client not in connection with circumstances arising from and aimed at fulfilling the obligations of the Client, as well as the rights and obligations of the Company established by clauses 3.1 (a), 3.1 (h), 4.1 (b), 4.1 (d), 7.6, 7.7, 7.9, 7.10, 7.11, 7.12, 7.13, 7.15, 8.8, as well as any clause from section 6 of the agreement for participation in token trading, the Client has the right to demand to return the Funds at any time, except for clause 7.8. hereof, where the Client has the right to demand to return the Funds.

7.10. In the event that the conditions of clause 7 apply to the Client in connection with the circumstances arising from and aimed at fulfilling the obligations of the Client, as well as the rights and obligations of the Company established by clauses 3.1 (a), 3.1 (h), 4.1 (b), 4.1 (d), 7.6, 7.7, 7.9, 7.10, 7.11, 7.12, 7.13, 7.15, 8.8, as well as any clause from section 6 of the agreement for participation in token trading, the Client has the right to demand to return the Funds, and in the event of occurrence of the circumstances provided for in subclause 7.8. hereof, where the Client has the right to demand to return the Funds, only after the requests of the Company have been totally fulfilled.

7.11. Other provisions of the legislation of the Republic of Belarus also apply to the relations established by clause 7, which are not regulated by subclauses of clause 7.

Appendix No. 4 to the Agreement for participation in token trading (for legal entities and individual entrepreneurs) (as amended on 01.10.2025)

### **On the placement and sale of digital signs (tokens)**

This Appendix is an additional agreement to the Agreement for participation in token trading (hereinafter referred to as the "Supplementary Agreement"), which is concluded between Pixel Internet Closed joint-stock company and the Investor of Pixel Internet Closed joint-stock company.

Compliance with the terms of this Supplementary Agreement is mandatory for all Investors who plan to carry out and/or acquire digital signs (tokens) through the ICO Investment account.

The Supplementary Agreement is concluded by accepting the Agreement for participation in token trading (hereinafter referred to as the "Agreement") in electronic form, by putting a mark of consent with the terms of the Agreement and other documents that are an integral part of this Agreement.

### **TERMS AND DEFINITIONS**

In addition to the terms set forth in Appendix No. 1 to the Agreement, the following terms apply to this Supplementary Agreement:

**Customer** is a person acting as an ICO customer in the process of issuing Tokens for the Project.

**Investors** are individuals and legal entities who may be non-residents of the Republic of Belarus or residents who meet the qualification requirements set forth in clause 4.2 of the Supplementary Agreement, who acquired a Token(s) during the initial placement of tokens on the ICO Organizer's platform or through the acquisition of a Token(s) from its (their) owner (secondary acquisition).

**ICO Investment Account** is a unique Investor's record within the Account (Personal Account), designed to account for the Investor's funds used to purchase digital signs (tokens) within the ICO.

**ICO Organizer** is Pixel Internet CJSC, a cryptocurrency platform operator that provides the Customer with services for the placement of tokens.

**Project** is an investment project implemented by the Customer or in which the Customer participates, for which funding is attracted through ICO.

**Token** shall mean a token issued within the ICO for Project implementation.

### **1. SUBJECT OF THE SUPPLEMENTARY AGREEMENT**

1.1. Under this Supplementary Agreement, the ICO Organizer undertakes to sell the Customer's Tokens to Investors in the manner and under the conditions established in the White paper declarations corresponding to certain ICOs and Tokens created and/or

placed within such ICOs by the ICO Organizer located on the ICO Organizer's website, as well as on the respective websites of the Customers.

1.2. The sale of Tokens is organized for the purposes of implementation of Projects, as defined in section 2 of this Supplementary Agreement<sup>24</sup>.

1.3. Tokens are sold by the ICO Organizer by providing the Investor with:

- a) access to the Account (Personal Account) and technical support when using this Account (Personal Account);
- b) an ICO Investment account in the Account (Personal Account)/in the Trading System; and using such an Account;
- c) an opportunity for the Investor to acquire, store, dispose of Tokens<sup>25</sup>, as well as an opportunity to take actions necessary to implement the rights (requirements) of the Investors as owners of Tokens, stipulated during their creation and placement (rights to the objects of civil rights, which are certified by tokens).

1.4. The volume of the Tokens to be sold and the conditions for their sale are stipulated in the corresponding White paper declaration published on the website of the ICO Organizer and the ICO Customer.

1.5. The conditions and procedure for the circulation of Tokens acquired as part of the ICO, including the rights (claims) of the owners of Tokens, conditioned upon their creation and placement (rights to objects of civil rights, which are certified by Tokens), are established in the corresponding White paper declaration posted both on the website of the ICO Organizer and that of the ICO Customer.

## **2. GENERAL INFORMATION ABOUT TOKENS SOLD**

2.1. The prospects and characteristics of the Project for which investments are attracted, as well as the calculation of financial costs, are described in detail in the corresponding White paper declaration available on the ICO Organizer's website.

## **3. GENERAL DESCRIPTION OF THE RELATIONSHIP OF THE PARTIES**

3.1. The organizer of ICO is a resident of the HTP, the business project of which specifies the type of activity that provides the rendering of services related to the creation and placement of tokens using the Internet, including services for the promotion of tokens, consulting and other related services.

3.2. Detailed data of the Customer, including information about the beneficial owners, are indicated in the corresponding White paper declaration located on the website of the ICO Organizer and that of the ICO Customer.

3.3. The Customer and the ICO Organizer have concluded an agreement for the provision of services within the framework of ICO.

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<sup>24</sup> Access to the Account (Personal Account) is carried out on the terms and in the manner provided for by the Agreement and taking into account the requirements of this Supplementary Agreement.

<sup>25</sup> To the extent of the rights (claims) of the owners of Tokens, conditioned upon their creation and placement (rights to objects of civil rights, which are certified by Tokens), provided for in the corresponding White Paper declaration.

3.4. Detailed data on the relations between the Customer and the ICO Organizer, including the ability to influence the decisions made by each other, the affiliation of the parties, are indicated in the corresponding White paper declaration located on the website of the ICO Organizer and that of the ICO Customer.

#### 4. REQUIREMENTS FOR INVESTORS

4.1. When concluding this Supplementary Agreement to the Agreement and throughout the entire period of use of the ICO Investment account in the Account (Personal Account), the Investor simultaneously assures and guarantees that:

- a) the Investor is a person over the age of 18 and is a person capable of participating in token trading, subject to the terms of the Agreement, this Supplementary Agreement and the legislation of the state of which he is a citizen (for individual entrepreneurs) or a legal entity duly registered and operating in accordance with the legislation of jurisdiction of its registration (for legal entities);
- b) the Investor acts on his own behalf, and not on behalf of another person (with the exception of duly authorized representatives of the Investor<sup>26</sup> – a legal entity);
- c) the Investor is not an individual entrepreneur who permanently resides (is permanently domiciled, including for taxation purposes) in the states (territories) included in the list of jurisdictions for which the provision of services by the Company is limited, available at the principal website of the ICO Organizer <https://www.free2ex.ru/jurisdictions/>);
- d) the Investor is not an individual entrepreneur or a legal entity included in the List of organizations and individuals involved in terrorist activities, approved by the State Security Committee of the Republic of Belarus, as well as a legal entity whose beneficial owner is included in this List;
- e) the Investor will not carry out criminal or other illegal activities through the Account (Personal Account), including but not limited to Legalization of proceeds, fraud or any other crime;
- f) the Investor will not use any insider information about tokens in an unfair (unlawful) way;
- g) the Investor will not allow other persons to use their Account (Personal Account) (with the exception of their duly authorized representatives, if the Investor is a legal entity);
- h) the Investor will not carry out any activity that violates this Agreement and/or causes (may cause) damage to other Investors and/or the ICO Organizer, including using malicious software, carrying out hacker attacks, spreading “spam”, etc.

4.2. If the Investor is an individual entrepreneur – a citizen of the Republic of Belarus, at the conclusion of this Agreement and Appendix and throughout the entire period of use of the Account (Personal Account), the Investor simultaneously certifies and guarantees that they meet **at least two of the following criteria:**

- a) has income for the year preceding the year of contacting the ICO Organizer for the purchase of tokens, in the amount of at least 40,000 Belarusian rubles;

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<sup>26</sup> Client - for the purposes of the Agreement.

- b) has at least 3 years of working experience in an organization that has performed transactions with securities and/or derivative financial instruments, transactions with non-deliverable over-the-counter financial instruments, if his job function is directly related to the performance of such transactions and operations;
- c) has at least 3 years of experience in transactions with securities and/or derivative financial instruments, transactions with non-deliverable OTC financial instruments;
- d) the value of the property belonging to him is at least 40,000 Belarusian rubles (foreign currency is converted into Belarusian rubles at the official rate of the Belarusian ruble to the corresponding foreign currency established by the National Bank of the Republic of Belarus as on the date of the individual entrepreneur's request to the ICO Organizer for the purchase of tokens). In this case, any property belonging to the relevant individual entrepreneur under the right of ownership is taken into account;
- e) has a higher education in specializations 1-25 01 04 01 "Finance", 1-25 01 04 08 "Stock Market", 1-25 01 04 10 "Financial Management", 1-31 03 01-03 "Mathematics (economic activity)", 1-31 03 06 "Economic cybernetics (by fields)", 1-40 05 01-02 "Information systems and technologies (in the economy)", 1-40 05 01-10 "Information systems and technologies (in business management)", 1- 40 81 05 "Information and communication technologies in the economy", 1-53 81 02 "Methods of analysis and management in technical and economic systems", or any of the following attestations and certificates: qualification certificate of a specialist in the securities market, Auditor Qualification Certificate, Chartered Financial Analyst (CFA) Certificate, Certified International Investment Analyst (CIIA) Certificate, Financial Risk Manager (FRM) Certificate.

#### 4.3. The ICO Organizer does not sell Tokens to:

- a) individual entrepreneurs under the age of 18;
- b) non-residents of the Republic of Belarus, if this contradicts the legislation of the state, the citizens (subjects) of which are non-residents of the Republic of Belarus and/or on the territory of which they have a permanent place of residence in accordance with the residence permit (or a similar document) (for individual entrepreneurs) or location (are established, registered);
- c) persons added into the list of organizations, individuals, including individual entrepreneurs, involved in terrorist activities, as well as legal entities whose beneficial owners are added into this list;
- d) other persons, if provided for by legislation, acts of the Supervisory Board of HTP, contractual obligations of the ICO organizer or internal regulations of the ICO organizer.

### 5. CONTENTS OF TERMS FOR THE SALE OF TOKENS TO INVESTORS

- 5.1. To obtain the status of an Investor, an individual entrepreneur or a legal entity concludes an Agreement and this Supplementary Agreement by putting a mark of consent to conclude an Agreement on the terms proposed in it, creates an Account (Personal Account) and an eWallet, undergoes Identification and Verification procedures, opens (creates) an ICO Investment account.

5.2. The ICO Organizer reserves the right to verify any representations and guarantees provided by the Investor at any time throughout the validity period of this Supplementary Agreement.

5.3. The ICO Organizer carries out the process of Identification and Verification of the Investor in the same way as this process is defined in the Agreement.

5.4. The ICO Organizer ensures the storage of confirmation of the fact of receipt of guarantees and representations (as well as the results of verification of this assurance, if it was carried out) for at least 5 years from the date of its receipt.

5.5. The ICO Organizer has the right to periodically send the Investor a request to update information and documents, as defined in the Agreement.

5.6. The Investor sells Tokens in the secondary market as a Trading Member, as defined in the Agreement, taking into account the provisions of the corresponding White paper declaration available on the website of the ICO Organizer and the Customer.

5.7. In cases determined by the legislation in the field of preventing Legalization of proceeds, the Organizer has the right to freeze funds, including by imposing a ban on the disposal of tokens by their Investors and a ban on the fulfillment of obligations in terms of Tokens by the Customer.

## **6. RIGHTS AND OBLIGATIONS OF INVESTORS, ICO ORGANIZER**

6.1. The rights and obligations of the Investors, the ICO Organizer are stipulated in the corresponding White paper declaration, available on the website of the ICO Organizer and the Customer.

6.2. The rights and obligations of the Investors, the ICO Organizer are carried out in a similar manner, as defined in the Agreement in the part which is non-contradictory to the White paper declaration, available on the website of the ICO Organizer and the Customer.

## **7. REDEMPTION OF TOKENS**

7.1. The redemption of Tokens is carried out in the manner as defined in the corresponding White paper declaration available on the website of the ICO Organizer and the Customer.

## **8. LIABILITY OF THE PARTIES. MEASURES TO FULFILL THE OBLIGATIONS OF THE ICO ORGANIZER**

8.1. The liability of the Parties is determined and occurs in the manner specified in the corresponding White paper declaration available on the website of the ICO Organizer and the Customer, also, with regard to relations regulated by the Agreement and Supplementary Agreements – as defined in the Agreement and in the Supplementary Agreement, in the part which is non-contradictory to the White paper declaration.

8.2. Clauses of section 4, section 5 are the essential terms of this Supplementary Agreement. In case of violation by the Investor of clauses 4 and 5 of this Supplementary Agreement, this Supplementary Agreement shall be deemed not concluded, and transactions made within its framework shall be invalid.

## **9. OTHER PROVISIONS**

9.1. Information about risks is delivered in the manner as defined in the corresponding White paper declaration located on the website of the ICO Organizer and the Customer.

9.2. Other provisions that are not specified in this Supplementary Agreement and Agreement are regulated in the manner as defined in the corresponding White paper declaration available on the website of the ICO Organizer and the Customer, and by the legislation of the Republic of Belarus.

9.3. From the moment the Investor sells Tokens in the secondary market, the provisions of the Agreement and the Appendices to the Agreement apply to the relations for the circulation of Tokens, with the exception of Appendix No. 4.

Appendix No. 5 to the Agreement for participation in token trading (as amended on 01.10.2025

## INVOICE FORM

### Act of Services

Issued on: \_\_\_\_\_, 2025

Based on Offer No.: BYN dated \_\_\_\_\_, 2025

<b>Contractor:</b>	CJSC Pixel Internet 220004 Republic of Belarus, Minsk, 4b Amuratorskaya Str, apt. 22 (room 17) TIN 590995582, NNBO 298741684000 A/N # BY76MTBK30120001093300099292, BANK: CJSC "MTBank", 10 Tolstogo Str, 220007, Minsk, Belarus BIC MTBKBY22
<b>Customer:</b>	Company name , TIN , eWallet
<b>Service Period:</b>	_____

This Act of Services Rendered is made and entered into by and between: "Contractor": CJSC Pixel Internet and "Customer": Whereas, the Contractor has duly performed and delivered the following services within the agreed timeframe:

Description of Services	Amount (BYN)	VAT Rate (%)	VAT Amount	Total (VAT incl., BYN)
Account maintenance fee		VAT Exempt	-	
<b>Total</b>				

<b>VAT Amount:</b>	VAT exempt, according to: Clause 27 of the HTP Regulations, Decree No. 12
<b>Total Due:</b>	_____
<b>The Contractor and the Customer hereby confirm that there are no outstanding claims between the parties.</b>	

Contractor:

The invoice is available

with a facsimile copy of a seal and signature