



CLIENT AGREEMENT

MidChains Multilateral Trading Facility (MTF)
and Custody Services

June 2021

The text of this Client Agreement is in English language. By applying for access and rights to use MidChains' MTF and Custody Services, you acknowledge and agree that you have read, understood, and completely agree to be bound by this Agreement.



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6TH OF JUNE 2021

CLIENT AGREEMENT

This Agreement sets out the terms upon which MidChains Limited ("MidChains") will grant you access to and rights to use the MTF and Custody Services in relation to Virtual Assets.

1. INTRODUCTION

About MidChains

- 1.1 MidChains is authorised and regulated by the Abu Dhabi Global Market Financial Services Regulatory Authority as an Authorised Person operating a multilateral trading facility (defined below as the "MTF") and providing custody in relation to Virtual Assets.
- 1.2 MidChains' registered address is: Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates.
- 1.3 MidChains' ultimate parent holding company is MEEG Holdings Limited (Registration number 00001552) whose registered address is Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates.
- 1.4 A register of MidChains personnel with responsibility for operation of the MTF and providing custody is maintained at the MidChains registered office and is open for inspection during normal working hours on any Business Day.

2. DEFINITIONS

- 2.1 In this Agreement we use certain words and expressions which are given specific meanings. These are set out below, with an explanation of what they mean.
- 2.2 With the exception of the words referring to MidChains and you, our customer, words that have a specific meaning will appear in capital letters when used in this Agreement, to make it easier for you to see these references.
- 2.3 Unless the context otherwise requires, words in the singular (including words defined in this clause 2) shall include the plural and in the plural shall include the singular.
- 2.4 Any word or expression defined in the table set out below shall include grammatical variations and cognate expressions.
- 2.5 A reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied from time to time.
- 2.6 A reference to any legislation or regulation is to that legislation or regulation as amended, amended and restated, re-enacted, replaced or modified from time to time.



Accepted Virtual Asset	The Virtual Assets permitted to be traded on the MTF, as set out in and in accordance with the MTF Rules and the Virtual Assets in respect of which MidChains is an Authorised Person for the purposes of Providing Custody;
Account	<p>The account set up in your name when you apply for and are granted the right to access and use the MTF and/or Custody Service. Each Account may have the following subaccounts:</p> <p>(a) Fiat currency sub-account(s) that reflects your Fiat Currency balance(s); and</p> <p>(b) Accepted Virtual Asset sub-account that reflects your Accepted Virtual Asset balance(s);</p>
Account Limit	The maximum value of Funds you are permitted to hold in your Account, as may be notified by us to you via the Platform when we open your Account, and otherwise varied from time to time;
ADGM	The Abu Dhabi Global Market;
Agreement	This agreement between you and MidChains, as varied from time to time;
AML Procedures	MidChains' anti-money laundering (AML) and countering the financing of terrorism (CFT) procedures available via the Platform;
Applicable Law	All laws, regulations, and rules of the ADGM;
Available Balance	In relation to your Account and to the relevant sub-accounts the total amount of Accepted Virtual Assets or Fiat Currency available for Transactions;
Body Corporate	Any body corporate, including limited liability partnership and a body corporate constituted under the law of a country or territory outside of the ADGM;
Business Day	Any day which is not a Friday or Saturday or a bank holiday in any part of the ADGM;
CDD Procedures	MidChains' customer due diligence and verification procedures;
Client	A Person who is a party to this Agreement and to whom MidChains provides Services in accordance with and subject to terms of this Agreement;
Client Account	An Account established and operated by MidChains in accordance with COBS 14,2,5(a);



Client Money	Money of any Fiat Currency which MidChains holds on behalf of a Client or which MidChains treats as Client Money, subject to the exclusions in COBS 14.2.6;
Client Money Distribution Rules	The rules in module COBS 14.4 of the ADGM Rulebook relating to the distribution of Client Money following a Pooling Event;
Client Money Rules	The rules in module COBS 14.2 of the ADGM Rulebook relating to the holding of Client Money;
COBS	The FSRA Conduct of Business Rulebook (as amended from time to time);
Complaints Handling and Appeal Procedure	MidChains' complaints handling and appeal procedure published on and accessible via the Platform;
Computer	The computer or device, together with any other electronic medium (including telephones) by which, from time to time, you may access the Services;
Custody Service	The service provided by MidChains as Custodian of providing custody in relation to Virtual Assets and Client Money;
Deposit	An operation involving transfer of Funds to the Account;
Entity	Any Person other than a natural person;
Fees	Transaction fees, costs and charges published on the Platform and payable to MidChains in relation to your access to and use of the Services;
Fiat Currency	Government issued currency that is designated as legal tender in its country of issuance through government decree, regulation or law;
FSRA	The ADGM Financial Services Regulatory Authority;
Funds	The amount of Fiat Currency and Accepted Virtual Assets in credit to your Account and available for use in Transactions;
Instruction	Any Order, request, response, direction or similar communication from you to MidChains;
IP Rights	All rights in and to the MTF and the Platform including all patents, utility models, trade and service marks, rights in designs, get-up, trade, business or domain names, copyrights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, look and feel, software (frontend and back-end), know-how, techniques, methodologies, trade secrets and other confidential information, rights in databases and all other intellectual property rights and proprietary rights of a



similar or corresponding character, which may now or in the future subsist in any part of the world and any rights to receive any remuneration in respect of such rights;

MidChains, us, we	MidChains Limited as MTF Operator and as Custodian;
MTF	the multilateral trading facility operated by MidChains, accessible via the Platform and available to a Client during any period when that Client is a User as defined in and for the purposes of the MTF Rules
MTF Rules	The rules applicable to operation of the MTF, as updated from time to time, and available via the Platform;
Onboarding Procedures	MidChains' online application and registration procedures;
Order	An order to buy or sell a quantity of an Accepted Virtual Asset in accordance with the MTF Rules;
Person	Includes any natural person, Body Corporate or body unincorporated, including a legal entity, company, partnership, trust, foundation, unincorporated association, government or state;
Platform	MidChains' user interface providing Clients with access to the Services and includes the publicly accessible website www.midchains.com (the "Website"), the MTF and the API ws.midchains.com (the "API") as well as any other medium for provision of Services by MidChains and any online communication tool operated within the Platform for notification to Clients and for management of Client information;
Professional Client	A Person meeting the criteria set out in COBS 2.4 to be classified as a Professional Client;
Retail Client	A Client who is not a Professional Client. All Clients will be Retail Clients, unless MidChains determines that they are eligible to be designated as a Professional Client and the Client agrees with that designation, as explained further in clause 4;
Risk Disclosure Statement	<p>A statement published via the Platform and updated from time to time and disclosing all material risks associated with:</p> <ul style="list-style-type: none">(a) MidChains' Services and activities including operation of the MTF and the Custody Service;(b) Virtual Assets generally, and(c) the Accepted Virtual Assets that may be the subject of a Trade on the MTF



MidChains Custody Disclosure	A document published via the Platform and updated from time to time setting out the practices and procedures adopted and implemented by MidChains in relation to the provision and operation of the Custody Service;
Security Measures	All passwords, API keys, signatures associated with and/or required to access or use the Platform and to operate the Account;
Services	The provision by MidChains as applicable of access to and use of the MTF and/or Custody Service;
Trade	The Matching and Execution of Orders on the MTF (as those terms are defined in the MTF Rules);
Transaction	A transaction that results in modification of your Available Balance including Deposit and Withdrawal;
Virtual Asset	A digital representation of value that can be digitally traded and functions as (1) a medium of exchange; and/or (2) a unit of account; and/or (3) a store of value, but does not have legal tender status in any jurisdiction;
Withdrawal	An operation involving a transfer of Funds from the Account;
You, your	refers to you, our Client;

3. RISK WARNINGS

- 3.1 We conduct a detailed analysis of the inherent risks applicable to virtual assets (including Accepted Virtual Assets), and shall make all necessary disclosures to Clients in a timely manner and on an on-going basis through publication of our Risk Disclosure Statement via the Platform.
- 3.2 All disclosures will be updated and analysed to ensure the risks have been addressed, given the rapidly developing market for Virtual Assets. However as at the date of this Agreement, the material risks that we have identified include, but not limited to:
- 3.2.1 Virtual Assets not being legal tender or backed by a government;
 - 3.2.2 the value, or process for valuation, of Virtual Assets, including the risk of a Virtual Assets having no value;
 - 3.2.3 that there is limited or no fundamental reasoning behind the pricing of Virtual Assets, creating the risk of volatility and unpredictability in the price of Virtual Assets relative to Fiat Currencies. Virtual Assets have had historically higher price volatility than Fiat Currencies with no or limited tangible underlying for price reference, allowing irrational and exorbitant moves in price as the process for valuation is speculative and uncertain;



- 3.2.4 that trading in Virtual Assets may be susceptible to irrational market forces;
 - 3.2.5 that the nature of Virtual Assets may lead to an increased risk of financial crime;
 - 3.2.6 that the nature of Virtual Assets may lead to an increased risk of cyber-attack as the ecosystem is totally digital. For example, a 51% attack is an attack on a blockchain by any Person or group of Persons who control more than 50% of the network's mining hash rate. Attackers with majority control of the network can interrupt the recording of new blocks by preventing other miners from completing blocks, altering payment history and subverting funds;
 - 3.2.7 that there is limited or, in some cases, no mechanism for the recovery of lost or stolen Virtual Assets;
 - 3.2.8 the risks of Virtual Assets being transacted via new technologies, (including distributed ledger technologies ('DLT') with regard to, among other things, anonymity, irreversibility of Transactions, accidental Transactions, Transaction recording, and settlement;
 - 3.2.9 that there is no assurance that a person who accepts a Virtual Asset as payment today will continue to do so in the future. Holders of virtual assets put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity, and neither vendors nor individuals have an obligation to accept Virtual Assets as payment in the future;
 - 3.2.10 that the nature of Virtual Assets means that technological difficulties may prevent access or use of Virtual Assets. Transactions involving Virtual Assets on the blockchain relies on the proper functioning of complex software which exacerbates the risk of access to or use of Virtual Assets being impaired or prevented;
 - 3.2.11 any links to Virtual Assets related activity outside ADGM, which may be unregulated or subject to limited regulation; and
 - 3.2.12 any regulatory changes or actions by the FSRA or another non-ADGM regulator that may adversely affect the use, transfer, exchange, and value of a Virtual Asset.
- 3.3 Please note that this list of material risks (as defined in clause 3.2) will be updated and superseded from time to time pursuant to clause 3.1. You should always have regard to the latest version that we will communicate to you via the Platform.
- 3.4 By signing this Agreement and/or by accessing the Platform and/or the Services you acknowledge that you have been informed and that you understand and agree that you have read and understood the risk warnings set out in this clause 3 together with the Risk Disclosure Statement published by MidChains via the Platform.



- 3.5 When using the Services you should:
- 3.5.1 only issue Instructions in relation to Accepted Virtual Assets that you can afford to lose without having to change your standard of living;
 - 3.5.2 cease trading in Accepted Virtual Assets if your financial situation no longer permits it;
 - 3.5.3 ensure that any Transaction is proportionate to your income;
 - 3.5.4 not carry out a Transaction if you are seeking a regular or a safe return.
- 3.6 MidChains reserves the right to restrict access to the Services and/or to impose an Account Limit if it reasonably considers that trading Accepted Virtual Assets would or might be inappropriate given your circumstances, needs and objectives. Notification of your right to access and use the Services may (at our sole discretion) include notification of any Account Limit that we consider reasonable and appropriate based on the information that you provide when applying to access and use the Services and on MidChains' assessment carried out in accordance with COBS 2.6.2 of any risks disclosed or suggested by that information.
- ## 4. CLASSIFICATION
- 4.1 Before we permit you to access or use the Services, we will classify you as a Retail Client or (if you meet the criteria set out at clause 4.3) we may classify you as a Professional Client in respect of all, or only some, of the Services or products offered by MidChains.
- 4.2 If you are operating as a broker, trader or other third party providing services to clients you acknowledge and agreed that Onboarding Procedures in respect of you shall include and be conditional upon there being no objection from the FSRA.
- 4.3 A Professional Client is one that, based on our inspection and evaluation of supporting evidence, we reasonably believe meets the criteria set out in COBS 2.4.2 ("Deemed Professional Client") or COBS 2.4.4 ("Assessed Professional Client").
- 4.4 Before classifying you as a Professional Client, we will provide you by email with notification of our intent to do so. You have the right within 14 days after such notification and before you commence access to or use of the MTF to request that we instead classify you as a Retail Client in respect of particular Services or products offered by MidChains. On receipt of any such request made by email to compliance@midchains.com, MidChains must classify you as a Retail Client and afford you the higher level of protection available to Retail Clients. If no such request is received within 14 days after notification [or before you commence access to or use of the Services then MidChains shall be entitled to classify you as a Professional Client.
- 4.5 If you accept classification as a Professional Client pursuant to clause 4.4 then you may at any time after you commence trading on the MTF by written notice via the Platform or by email to [\[compliance@midchains.com\]](mailto:compliance@midchains.com) request reclassification as a Retail Client. On receipt of any such express request, MidChains must reclassify you as a Retail Client. You agree and acknowledge that reclassification as a Retail Client would result in the



termination of access to and use of any Service or product for which classification as a Professional Client is required.

- 4.6 MidChains will conduct periodic reviews of client classification, with scheduled reviews taking place at intervals of no more than 12 months. You must inform MidChains of any change likely to affect your classification. If MidChains becomes aware, whether through that periodic review process, information received from you or by any other means, of any circumstances that in its reasonable opinion would warrant reclassification, then MidChains may by written notice via the Platform reclassify as a Retail Client any Client classified as a Professional Client.

5. USING THE SERVICES

- 5.1 You can ask us to consider your application to access and use the Services by:
- 5.1.1 completing the online application process;
 - 5.1.2 completing our Onboarding Procedures; and
 - 5.1.3 signing this Agreement.
- 5.2 It is a condition of this Agreement and your access to the Services that at all times you satisfy all eligibility conditions applicable to access to and use of the Services, and that you answer all questions you are asked in connection with your application accurately and fully, and to the best of your knowledge and belief.
- 5.3 By applying to access and use the Services you warrant and represent that:
- 5.3.1 you are a Person with full legal capacity and authority to enter into this Agreement;
 - 5.3.2 you have read and understood all documents and other information provided to you in relation to MidChains' Platform and Services, and you possess the sophistication, expertise and knowledge necessary to make informed decisions in respect of any activities that you undertake on the Platform or on the MTF and that you will not rely on any communication or statement (written or verbal) by MidChains as investment advice or as a recommendation to enter into any Transaction. You acknowledge and agree that all Orders placed and Trade effected on the MTF are Execution-Only Transactions for the purposes of COBS 3.4.1.
 - 5.3.3 you will exercise your own prudence, judgement and discretion in determining whether to transact on the MTF;
 - 5.3.4 subject to clause 5.3.7, you are the legal and beneficial owner of any Funds you Deposit into your Account;
 - 5.3.5 your access to and use of the Services does not breach any Applicable Law or any laws or regulations that are applicable to you in your country of residence;
 - 5.3.6 you have not previously been suspended or removed from using the Services and/or the Platform; and



- 5.3.7 if you are entering into this Agreement on behalf of an Entity or any other Person that you have all necessary rights and authority to act for and to bind that Entity and/or any other Person to the obligations set out in this Agreement.
- 5.4 Your rights to access and use the Services will not take effect until we have notified you that we have completed our checks, confirmed your identity in accordance with clause 7.1, and confirmed your right to access and use the Services. The checks referred to in this clause 5.4 include an assessment based on the information you have provided of your knowledge and experience in accordance with COBS 2.6.2.
- 6. FINANCIAL CRIME PREVENTION, INTERNATIONAL CONTROL AND SANCTIONS**
- 6.1 MidChains takes its obligations to mitigate the risk of the MTF being used for money laundering, terrorist financing and associated financial crimes, very seriously. We have tailored and detailed policies and procedures covering, among other areas, transaction monitoring, Customer Due Diligence (CDD) Procedures and AML Procedures. These are kept under review on an ongoing basis. Clauses 7 and 8 set out some of these measures; however, please contact us if you would like further information about our CDD and AML Procedures and requirements.
- 6.2 Your right to access and use the Services is subject to Applicable Law. By accessing and using the Services you agree, warrant and represent that you are compliant with Applicable Law and with the laws of any jurisdiction in which you are resident, incorporated or operating.
- 6.3 MidChains reserves the right to review and to suspend, restrict or terminate your access or use of the Services if at any time:
- (a) you are in, under the control of, or a resident, or a national of one of the FATF high-risk and other monitored jurisdictions, or jurisdiction that prohibits the use of any of the Accepted Virtual Assets, or other jurisdiction, which has strategic deficiencies in its anti-money laundering and countering the financing of terrorism regimes that pose significant threats to the financial system of the EU under the, Commission Delegated Regulation (EU) 2016/1675, or that is subject to the United Nations Security Council Sanctions List or to the sanctions list of the United Arab Emirates (each a "Sanctioned Country"), or if you are a Person on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, or the United Arab Emirates, EU or United Kingdom HM Treasury's financial sanctions regime (a "Sanctioned Person"); or
 - (b) you are in, under the control of, or a resident, or a national of a country, or territory that is unrecognised by at least one member state of the United Nations or has limited diplomatic recognition or is, or a jurisdiction at any time requiring obligatory national license for Virtual Asset exchange business, or special registration, which MidChains might not have; or
 - (c) you are a Person who fails to meet any due diligence standards, requests, or requirements of MidChains, or are otherwise reasonably considered by MidChains to be of high risk.



- 6.4 Depending on your place of residence, or the location from which you access or attempt to access the Services, there might be other factors which might limit or preclude your access to or use of the Services. It is your responsibility to follow any laws or regulations that are applicable to you in your country of residence and/or place from which you access the Services.
- 6.5 MidChains reserves the right to limit or prohibit, at any point of time, use of the Platform and/or the Services for certain jurisdictions if Applicable Law, local laws or regulations or MidChains' AML Procedures, CDD Procedures or any other relevant risk management measures require such limitation or prohibition.
- 6.6 MidChains further reserves the right at any time to apply enhanced due diligence measures in relation to Persons reasonably considered by MidChains to be of high risk, including (without limitation) Persons who are in, under the control of, or are residents, or nationals of a Sanctioned Country or any Person who is, or appears to be, or becomes a politically exposed person ("PEP") or is associated with a PEP.

7. CONFIRMING YOUR IDENTITY

- 7.1 When applying to access and use the Services, you must complete a number of questions about your identity and personal circumstances. The information you will be required to provide us will depend on a number of factors, for example whether you are a natural person or an Entity, your business, and what country you are resident or normally based in. We will need to consider (without limitation):
- 7.1.1 Your identity, and (if an Entity) the identity of any ultimate beneficial owner (as that term is used and otherwise in accordance with the ADGM AML Rulebook and Guidance);
 - 7.1.2 Your source of wealth, source of funds and how your global or net worth was acquired or accumulated;
 - 7.1.3 The nature and risks of the Service being offered on the MTF;
 - 7.1.4 Your country of origin, nationality, legal structure, place of incorporation, ownership and control structure, business, and location of business.
- 7.2 We will require evidence to support our consideration of your application, such as evidence of your identity, evidence of your address, evidence of your source of wealth or funds, or (if a Body Corporate) evidence of ownership. Details of the information we require and acceptable forms of evidence are available via the Platform.
- 7.3 If we find out at any time that you have provided false or misleading information, this may be considered a breach of this Agreement, and lead to us terminating this Agreement and your right to access and use the Services in accordance with clause 25.
- 7.4 If we are unable to confirm your identity or any other relevant information to our satisfaction, we will refuse your application for rights to access and use the Services.



8. ONGOING DUE DILIGENCE

8.1 Throughout the term this Agreement and for the duration of your use of the Services, we are required to conduct on-going due diligence to support our ongoing relationship. This includes (on a non-exclusive basis):

8.1.1 monitoring Transactions undertaken during the course of our relationship with you to ensure that the Transactions are consistent with MidChains' knowledge of your activities on the MTF and of any applicable business and risk rating;

8.1.2 paying particular attention to any unusually large Transactions or unusual patterns of Transactions;

8.1.3 reviewing the adequacy of the CDD Procedures and of information we hold as a result of those CDD Procedures to ensure that the information is kept up to date, particularly for customers with a high risk rating;

8.1.4 reviewing your risk rating to ensure that it remains appropriate in light of the associated money laundering risks; and

8.1.5 reviewing any relevant sanctions list.

8.2 From time to time, we may need to ask you for information to enable us to complete and update our CDD Procedures.

8.3 If you do not provide us with any or acceptable information when requested, or if we are otherwise unable to complete our ongoing due diligence checks to our reasonable satisfaction, we reserve the right, and we may be obliged to, suspend or terminate this Agreement and your right to access and use the Services in accordance with clause 25.

9. OUR SERVICES

9.1 The rules for the MTF are set out in the MTF Rules. Breach of the MTF Rules will constitute a breach of this Agreement, and may lead to this Agreement being terminated by us in accordance with clause 25.

9.2 MidChains is restricted from allowing margin trading or short-selling on its MTF and therefore you will not be granted any margin facilities and are prohibited from short-selling.

9.3 MidChains will not be responsible for the price at which the purchase and sale of Accepted Virtual Assets is effected and accordingly you will have no claim against MidChains in respect of such price. MidChains does not guarantee the completion of any attempted sale or purchase of Accepted Virtual Assets.

9.4 You will Deposit Fiat Currency and/or Accepted Virtual Assets into your Account in such manner as shall be prescribed by MidChains and published via the Platform for the purpose of using the Services. Fiat Currency and/or Accepted Virtual Assets will be considered deposited and available for trading only after MidChains has actually received and approved them (including verification of their origin) and not merely upon completion of Deposit.



- 9.5 In response to a Withdrawal request made by you, MidChains shall withdraw Fiat Currency or Accepted Virtual Assets from the relevant sub-account forming part of your Account according to the methods prescribed by MidChains and published via the Platform, which shall then (subject always to MidChains' AML Procedures, CDD Procedures, KYT and Transaction Monitoring) be transferred to such destination as shall be specified by you. In making such transfers, MidChains is entitled to rely (and relies) on the accuracy and validity of the destination information provided by you and accordingly any such transfer to a Withdrawal destination shall be at your own risk.
- 9.6 Till the moment a Deposit or Withdrawal is completed an Accepted Virtual Asset shall not form part of your Available Balance and will be in a pending state.
- 9.7 You acknowledge that MidChains does not own or control the underlying software protocols governing the operation of Accepted Virtual Assets. We assume no responsibility for the operation of those underlying protocols and we are not able to guarantee their functionality, security, or availability. In particular, the underlying protocols may be subject to sudden changes in operating rules ("Forks"), and such Forks may materially affect the value, function, and or the name of the affected Virtual Asset.
- 9.8 On becoming aware of a Fork, airdrop or similar event affecting an Accepted Virtual Asset MidChains shall evaluate its impact and publish notification and advice in accordance with the current version of MidChains' Fork Policy published on the Platform.
- 10. USING YOUR ACCOUNT**
- 10.1 You agree to consider all Security Measures associated with your Account as confidential information and not to disclose such information to any third party.
- 10.2 You agree that you are solely responsible for:
- 10.2.1 taking all necessary safety precautions to protect Security Measures associated with your Account; and
 - 10.2.2 Initiating or accessing any functions on the Platform and/or the MTF.
- 10.3 You must notify MidChains immediately if you are aware of any unauthorised access to or use of your Account or of the Platform using any Security Measures associated with your Account by any Person. Unless and until MidChains receives such notification from you, any actions initiated, requested or made from your Account or using Security Measures associated with your Account will be considered as made by you as the holder of the Account.
- 10.4 You must log out from the Platform by taking proper steps at the end of every visit.
- 10.5 If you discover suspicious activity or operations, including but not limited to unknown Deposits and Withdrawals, made to/from your Account that were not initiated by you, you must immediately notify MidChains about such activities and/or operations and promptly follow any instructions sent by MidChains. MidChains reserves the right to suspend your Account until the end of investigation.



- 10.6 MidChains reserves the right to temporarily suspend or otherwise restrict your ability to Deposit or Withdraw funds from your Account:
- 10.6.1 where we reasonably believe it is required to protect the security of your Account;
 - 10.6.2 where we reasonably believe that there may be unauthorised or fraudulent use of your Account; and/or
 - 10.6.3 where we are prohibited from doing so, or required or recommended not to do so, by any Applicable Law; and/or,
 - 10.6.4 otherwise in accordance with the MTF Rules or this Agreement.

11. GIVING INSTRUCTIONS TO MIDCHAINS AND ACKNOWLEDGING THOSE INSTRUCTIONS

- 11.1 Once permitted to access and use the Services you may (where applicable, subject to and in accordance with the MTF Rules) give Instructions to MidChains in respect of a Transaction, including an Instruction to:
- 11.1.1 Initiate a request to Deposit Funds;
 - 11.1.2 Place Orders subject to your Available Balance; or
 - 11.1.3 Initiate a request to Withdraw Funds..
- 11.2 Unless you have elected to disable the relevant feature on the Platform in accordance with MTF Rule 4.9, MidChains will provide you via the Platform with a pre-confirmation of each Trade.
- 11.3 MidChains will notify you once a Transaction has been executed on your behalf.
- 11.4 Multiples of Transactions within the same account on the same day may appear together in one trade confirmation. MidChains may organize the confirmation in this manner as it is easy to find and understand the relevant details about each trade or any other relevant information.
- 11.5 MidChains will not permit Transactions with a frequency or in amounts to the extent that it reasonably considers those Transactions to have no commercial purpose other than to obtain a benefit from Transaction volumes.
- 11.6 MidChains may decline or postpone implementation of an Instruction if reasonably required to protect the fair and orderly operation of the MTF provided always that it takes reasonable steps to ensure that it is in your best interest to do so.
- 11.7 You acknowledge and agree that (subject always to Applicable Law and FSRA requirements and approvals) MidChains has sole discretion and absolute control over, and the right to modify at any time, the functionality, configuration, appearance and content of the MTF and/or the Platform. You will be notified as far in advance as reasonably practicable by written notice via the Platform.



12. STATEMENTS

- 12.1 MidChains will not physically send out statements. Instead, you may view your near-real time statement at any time upon logging into your Account. You may also download PDF statements of a requested period via your Account.
- 12.2 MidChains will publish on the Platform the full list of Fiat Currencies and Accepted Virtual Assets and pairings available from time to time for trading on the MTF.
- 12.3 Statements will include the following:
- (a) your Available Balance reported by reference to the Accepted Virtual Assets and/or Fiat Currency held, or the relevant exchange rate if not reported in the currency in which the money is held;
 - (b) the amount, date and value of each Transaction during the past month;
 - (c) any commission that might from time to time be charged on your Account since the previous statement.
- 12.4 Statements will be accessible for up to 7 years after your Account is closed, however we recommend that you download and store your statements locally on a regular basis.

13. SAFE CUSTODY AND CLIENT MONEY PROVISIONS

- 13.1 MidChains shall at all times operate its Custody Service in accordance with the MidChains' Custody Disclosure document available via the Platform [<https://midchains.com/custody-disclosure.html>].
- 13.2 MidChains shall at all times publish and keep updated the provisions regarding Client Money via Platform.

14. INTELLECTUAL PROPERTY

- 14.1 You acknowledge and agree that MidChains is the sole owner (except to the extent owned by third-party licensors including any third party technology providers), of all rights, title and interest in and to the IP Rights. You have, and will obtain, no rights in or to the IP Rights, except for those limited rights licensed to you by in clause 14.3.
- 14.2 You must not:
- 14.2.1 alter, maintain, enhance or otherwise modify the MTF or the Platform (or in each case, attempt to do so); or
 - 14.2.2 disassemble, decompile, reverse-engineer, copy, bug fix, correct, update, transfer, broadcast (or in each case, attempt to do so) or create derivative works based on the MTF or the Platform.
- 14.3 Subject to your compliance with the terms and conditions of this Agreement, you are granted a limited, revocable, non-exclusive, royalty-free and non-transferable license to access and use the MTF and the Platform to access and use the Services in a manner consistent with, this Agreement.



14.4 Unless otherwise specified, all materials on or accessible via the Platform are the property of MidChains and are protected by copyright, trademark and other Applicable Laws. You may view, print and/or download a copy of the materials from the Platform solely for your personal, informational and/or non-commercial use, provided you comply with all copyright and other proprietary notices.

14.5 The trademarks, service marks and logos of MidChains and others used in connection with the MTF and the Platform are the property of MidChains. The software, text, images, graphics, data, prices, trades, charts, graphs, video and audio used on the Platform belong to MidChains. Trademarks and materials must not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any such materials on any other web-site or networked computer environment for any other purpose is strictly prohibited; any such unauthorised use may violate copyright, trademark and other Applicable Law.

15. YOUR OBLIGATIONS

15.1 You must ensure at all times that you comply with this Agreement, and only use the Services and the Platform in accordance with this Agreement and the MTF Rules. In particular, you must ensure to the best of your ability that all information you provide us with under this Agreement, including payment information, is accurate and complete.

15.2 You must not use the Services or Platform or other items for any unlawful purpose, nor will you attempt to modify, reverse engineer, merge or decompose any software or other items forming part of the MTF and/or Platform that we may supply to you.

15.3 When accessing or using the Platform and/or the Services, you acknowledge and agree that you will not violate any law, contract, IP rights and/or other third-party right or commit a tort, and that you are solely responsible for your conduct while using MidChains' Platform and MTF. Without limiting the generality of the foregoing, you agree that you will not:

15.3.1 Use the Platform or MTF in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying use of the Platform or MTF, or that could damage, disable, overburden or impair the functioning of the Platform or MTF in any manner;

15.3.2 Use the MTF to pay for, support or otherwise engage in any illegal gambling activities, fraud, money-laundering, terrorist activities or other illegal activities;

15.3.3 Use any robot, spider, crawler, scraper or other automated means or interface not provided or approved by us to access the Platform or the MTF or to extract data;

15.3.4 Use or attempt to use another Client's Account unless you are the Authorised Representative of such other Client;

15.3.5 Attempt to circumvent any content filtering techniques we employ, or attempt to access to any Service or area of the Platform or MTF that you are not authorised to access;



- 15.3.6 Develop any third-party applications that interact with the MTF without our prior written consent;
 - 15.3.7 Provide false, inaccurate, or misleading information;
 - 15.3.8 Advertise products on the Platform unless specifically authorised by MidChains;
 - 15.3.9 Encourage or induce any third party to engage in any of the activities prohibited under this Agreement or forbidden by any Applicable Law.
- 15.4 You must only utilise the MTF and the Platform using a Computer which has the most up to date anti-virus, firewall and security patch software which is to be purchased and installed at your own cost.
- 15.5 You are responsible for ensuring that:
- 15.5.1 any software installed on your Computer is kept virus free; and
 - 15.5.2 all your important data is backed up at regular and frequent intervals.
- 15.6 In relation to any messaging or other communication service that may be provided from time to time by MidChains in connection with the Platform or the Services, you must not:
- 15.6.1 insult and threaten other Clients and/or MidChains staff. Any violation of this rule may result in suspension or termination of this Agreement and of your right to access and use the Services;
 - 15.6.2 use any forms of obscene language;
 - 15.6.3 make statements stirring up to international dissention, containing violence propaganda or offending religious feelings of any other Person;
 - 15.6.4 send any kind of external links;
 - 15.6.5 text messages in capital letters only;
 - 15.6.6 repeatedly text the same information or constantly repeat the same phrase;
 - 15.6.7 advertise products or services of other companies or service providers;
 - 15.6.8 flood, spam and discuss topics that are not related to the Services;
 - 15.6.9 provide false or misleading information about MidChains or any Clients of the Service.
- 16. SECURITY**
- 16.1 You must observe at all times the security duties in relation to your Security Measures to prevent unauthorised use or fraud. You are advised to:
- 16.1.1 never access the Services from any public internet access point, for example by accessing your Account from a Computer located in an internet café;



- 16.1.2 never access the Services in such a way that third parties would be able to see, access or obtain your Security Measures;
 - 16.1.3 keep your Security Measures secret. Never record your Security Measures on any software or utilise any “save password” facility on your internet browser whereby your Security Measures is automatically saved for future use; and
 - 16.1.4 never leave your Computer unattended whilst using the MTF or otherwise use your Computer and/or the MTF in a place where people can overlook your screen to see your Account information.
- 16.2 The following precautions should also be taken to prevent unauthorised use or fraud. You are advised to:
- 16.2.1 keep your Computer secure;
 - 16.2.2 always treat emails you receive from a sender claiming to be from your bank with caution and be wary of emails or calls asking you for any personal security details. We (or law enforcement bodies) will never contact you to ask you for your Security Measures;
- 16.3 You must comply with all instructions which we may give you from time to time in relation to the operation of the MTF, Security Measures and security arrangements in connection with the same.
- 16.4 You agree to co-operate fully with us, the FSRA and any relevant law enforcement body in relation to any investigation into any actual or suspected misuse of your security details, including your Security Measures and will provide any and all relevant information to assist in any such investigation if requested to do so by us or by law enforcement bodies.
- 16.5 You acknowledge that any use of the Internet may be subject to a virus attack and/or communication failure. MidChains shall not bear any liability, whatsoever, for any damage or interruptions caused by computer viruses, spyware, Trojan horses, worms or other malware that may affect your systems, computer or other equipment, or any phishing, spoofing or other virus attacks. MidChains recommends that you use a reputable and available virus screening and prevention software at all times. You should also apply caution when reviewing text messages and emails purporting to originate from MidChains, as SMS and emails are also vulnerable to phishing and spoofing and additional viruses.

17. LIABILITY

- 17.1 We are not responsible or liable to you if:
- 17.1.1 you divulge or give any security information and/or your Security Measures to an unauthorised third party;
 - 17.1.2 any third party sees information concerning your Account displayed on your screen;
 - 17.1.3 any third party observes you when entering your Security Measures;



- 17.1.4 any third party overhears any telephone call that you make to us in connection with your Account or any aspect of the MTF.
- 17.2 Subject always to our obligations as data controller or processor for the purposes of ADGM Data Protection Regulations 2015 and (once repeal of ADGM Data Protection Regulations 2015 has become effective) ADGM Data Protection Regulations 2021 and any other data protection laws applicable or extending to your use of the Services, we are not liable for any disclosure of confidential information to any third party resulting from your misuse of the MTF and/or Platform or where you have failed to keep any Security Measures safe and confidential.
- 17.3 Unless you have acted fraudulently or without reasonable care (for example, by not following the advice in clause 16) you will not be liable for losses caused by someone else (save by an Authorised Representative as that term is defined in the MTF Rules) which take place through the MTF or the Platform.
- 17.4 Except if it arises from our negligence, fraud or wilful default, you will be liable to compensate us in full for any losses, costs, liabilities, actions and/or expenses resulting from your failure to comply with this Agreement, or resulting from any action taken by us or our agents in accordance with your instructions and this Agreement.
- 17.5 You acknowledge and agree that the exclusions and limitations of liability set out in this clause 17 are integral to the level of Fees payable by you for access to and use of the Services, and that, were MidChains to assume any further liability other than as expressly set out, such Fees would of necessity be set substantially higher. As such, you agree that the limitations and exclusions of liability set out in this clause 17 are reasonable.
- 18. FEES**
- 18.1 You agree to pay all Fees applicable to your access to and use of the Services. Details of Fees and the basis upon which MidChains will impose those Fees are set out on the Platform.
- 18.2 Trading Fees will be charged per Transaction in either Fiat Currency or Accepted Virtual Asset, determined by the nature of the particular Transaction, with the Fee being deducted on the receiving currency.
- 18.3 Withdrawal, Deposit or Custody Fees will be charged at the point when Funds are Deposited or Withdrawn and in the Fiat Currency or Accepted Virtual Asset to which the operation relates.
- 18.4 Accepted Virtual Asset Fees will be held in a separate MidChains Cold Wallet address.
- 18.5 Fees charged in Fiat Currency will be held in a separate account to Client Money.
- 18.6 You will be given via the Platform at least [30] Business Days' notice of any proposed changes to the applicable fees, costs and charges, unless the changes are reasonably assessed by MidChains as being to your advantage, in which case a shorter notice period may be given.



19. AVAILABILITY OF SERVICE

- 19.1 MidChains will use all reasonable endeavours to ensure continuous availability of the Services, but you acknowledge that there may be times when the Platform and the whole or any part of the Services is unavailable due to technical problems, for maintenance, if we suspect security breaches or fraud, due to strike, industrial action, failure of power supplies, failure of equipment (hardware or software) or events generally beyond our reasonable control.
- 19.2 We will use reasonable endeavours to inform you without undue delay through the Platform if any Service is unavailable.
- 19.3 We may withdraw or suspend all or part of the Service to you where we consider it necessary or advisable to do so. For example and without limitation, we may elect to suspend or withdraw Services to you where:
- 19.3.1 we suspect a breach or potential breach of security;
 - 19.3.2 you fail to take reasonable care to ensure the security of your use of the Platform or Services;
 - 19.3.3 we need to suspend the Services for planned maintenance or to resolve any unexpected interruption or outage.
- 19.4 We are not responsible and shall not be liable to you for any loss, expense or delay that you may suffer as a result of any delay, withdrawal or suspension of the Platform, the Services and/or the processing of any Instruction.

20. TAX

- 20.1 You are responsible for accounting for and meeting all tax liabilities you may incur in connection with your Account and as a result of your access to and use of the Services and/or activities on the MTF.
- 20.2 You acknowledge and agree that MidChains will not provide you with any tax advice. You will be responsible at all times for the payment of all taxes due as a result of your use of the Services and for providing any relevant tax authority with any information that is requested from you.
- 20.3 You acknowledge that you may be subject to taxes and costs that are not imposed by us or paid via us. It is your responsibility to ensure the payment of all taxes as they fall due. You further acknowledge and agree that if we are required by any Applicable Law to withhold any Funds and to transfer them to a relevant tax authority (whether or not in ADGM) then we may do so.

MidChains will consider and comply with any reporting obligations in relation to, among other things:

- 20.3.1 FATCA, as set out in the Guidance Notes on the requirements of the Intergovernmental Agreement between the United Arab Emirates and the



United States, issued by the UAE Ministry of Finance in 2015 and as amended from time to time; and

20.3.2 Common Reporting Standards set out in the ADGM Common Reporting Standard Regulations 2017.

21. RECORDS

21.1 We keep records of your Transactions for not less than 7 years from the date of termination of your this Agreement and your right to access and use the Services. Without prejudice to our obligation to maintain records sufficient to meet the requirements of Applicable Law, voice and electronic communications relevant to any of the matters referred to in this clause 21.1 may be kept for a minimum of [2] years.

21.2 Save in the case of an error by us, our records will be conclusive evidence of your dealings with us in connection with your Account and the MTF. You agree that you will not object to the admission in evidence of our records in any legal proceedings on the basis that our records are not originals, are produced by computer or are not in writing.

22. DATA PROTECTION

22.1 We are committed to meeting our obligations as data controller or processor, and safeguarding the privacy of our customers, and to protecting the personal data we collect and store in the course of providing our Services including (without limitation) records kept in accordance with clause 21.

22.2 "Personal data" is information or data which identifies you (or other individuals) and is about you (or those other individuals), such as your name, postal address, email address, or financial information. Depending on our relationship with you, we will collect and store personal data about you, including identity verification and contact information, investment and financial information, information about any payment cards or other bank accounts you may hold, credit reference and scoring information, and any other personal data provided by you to us, or that we obtain in the course of our relationship.

22.3 Further information about the scope, nature and purpose of processing by MidChains, the duration of the processing and the types of personal data and categories of data subject, is set out in the MidChains Privacy Policy (as updated from time to time) a copy of which is accessible on the Platform, or may be requested from us at any time (the "Privacy Policy").

22.4 When you apply to access and use the Services, you consent to us using your personal data in accordance with the Privacy Policy. If you provide personal data on any third party (including any Authorised Representatives), you must ensure that the third party is aware of how we use personal data (as set out in this Agreement and the Privacy Policy (as applicable)) and consents to our use of the data for these purposes.

22.5 You agree that you will comply with all Applicable Law relating to data protection and the Privacy Policy. We may be required to disclose your data to third parties for the purpose of or in connection with our legal obligations under this Agreement; including but not limited to:



- 22.5.1 third parties we may use for the purposes of Onboarding Procedures, CDD Procedures and AML Procedures;
 - 22.5.2 tax authorities;
 - 22.5.3 the FSRA or other regulatory authorities; and
 - 22.5.4 courts or other representative bodies of law and justice.
- 22.6 You may ask us at any time for a list of relevant third parties.

23. VARIATION

- 23.1 We may change the terms of this Agreement, including fees and charges, by providing you via the Platform with at least 30 Business Days' notice, where possible. We may change the terms of this Agreement for any of the following reasons:
- 23.1.1 to make the Agreement easier to understand or fairer to you;
 - 23.1.2 to correct any error we have identified in the Agreement;
 - 23.1.3 to cover any improvement in or change to our Services;
 - 23.1.4 to reasonably respond to changes or anticipated changes in the general banking market, to industry guidance or codes of practice;
 - 23.1.5 as a result of changes in technology, the systems we use to run our banking business and/or market practice;
 - 23.1.6 to ensure that we comply with legal or regulatory requirements and guidance such as a direction from the FSRA;
 - 23.1.7 as a result of a change or forthcoming change in law, or a decision or recommendation by the courts; or
 - 23.1.8 as a reasonable response to actual or expected increases in our costs in providing the Services.
- 23.2 We will explain the reason for the change when we provide you with a notice of the change.
- 23.3 We will ensure the most recent version of the Client Agreement is always available on the Platform.
- 23.4 If you do not want to continue this Agreement because of a change we are making you have the right to terminate this Agreement immediately and without charge by giving us written notice before the change comes into effect. However, in the event that you do not cancel during this period and you continue to access and use the Services then you will be deemed to have accepted the notified changes which will then apply to you.



24. INACTIVE ACCOUNTS

- 24.1 If there has been no Deposit, Withdrawal or trading activity in relation to your Account for a continuous period of two years then your Account will be considered Dormant (a “**Dormant Account**”) and a notification to that effect will be sent to you via the Platform with a request that you provide details of any account or other withdrawal destination to which (subject to CDD Procedures and AML Procedures) we may return Funds remaining within your Account following deduction of any Fees or other sums properly due to MidChains. Unless and until we receive such details from you, the provisions of clauses 24.2 – 24.5 shall apply to your Dormant Account
- 24.2 For all Dormant Accounts, MidChains may apply a monthly fee, which is the equivalent of [5 (five) US dollars] at the current exchange rate of the US dollar to the Currency, published on the Platform, in which the fee will be debited (the “**Dormant Account Fee**”).
- 24.3 Once an Account has been identified as a Dormant Account MidChains may, without further notice to you debit the Dormant Account Fee every calendar month. An Account ceases to be considered a Dormant Account from the date of any Deposit, Withdrawal or trading activity. The debiting of the Dormant Account Fee will discontinue from the date when the Account ceases to be considered a Dormant Account.
- 24.4 The Dormant Account Fee may be debited by MidChains in any Fiat Currency deposited in the Dormant Account at the time of debit.
- 24.5 If the Funds in a Dormant Account is less than the amount of Dormant Account Fee, MidChains may debit the entire balance of Funds from such an Account, close the Account and terminate this Agreement and your rights to access and use the MTF.

25. TERMINATION

- 25.1 You may end this Agreement for any reason by giving us at least [10] Business Days' notice. Notice must be given to us via the Platform or by email to [support@midchains.com] and must include details of any account or other withdrawal destination to which (subject to CDD Procedures and AML Procedures) we may return Funds remaining within your Account following deduction of any Fees or other sums properly due to MidChains.
- 25.2 We may end this Agreement immediately in the following circumstances:
- 25.2.1 You breach the MTF Rules;
 - 25.2.2 we notify you of that you are in Default under the MTF Rules;
 - 25.2.3 we discover that any of the information that you have provided to us is materially false or misleading;
 - 25.2.4 we are required to do so to comply with any applicable regulations or legislation;
 - 25.2.5 (if a natural person) you die;
 - 25.2.6 there is threatening or abusive behaviour made towards our employees;



- 25.2.7 you become bankrupt or subject to any analogous insolvency procedure in any relevant jurisdiction; or
- 25.2.8 you have seriously or persistently breached this Agreement or we have reason to believe that you have used, or intend to use, the MTF, the Platform or your Account for fraudulent or other unlawful purposes;
- 25.3 In any other event, we will give you at least 90 days' notice of our intention to terminate this Agreement and close your Account.
- 25.4 Ending this Agreement will not affect your continuing liability to us in respect of any breach of this Agreement, fraudulent or negligent use of your Account.

26. CONFLICTS OF INTEREST

- 26.1 MidChains maintains a Conflicts of Interest Policy which is available to be viewed via the Platform and/or upon request. In accordance with that policy, we have in place arrangements to identify and manage conflicts of interest that arise between ourselves and our Clients and between our different clients. Further details of this policy are available on the Platform.
- 26.2 Your attention is drawn to the fact that if and when we deal on your behalf, we, or some other Person connected with us may have an interest, relationship or arrangement that is material in relation to the transaction or service concerned.
- 26.3 In the event of a material conflict of interest being identified, we will undertake to remove that conflict in as appropriate and timely manner as possible.
- 26.4 If we are unable to remove the conflict, we will notify you of it and advise what options are available to take matters forward.
- 26.5 In order to mitigate the risks associated arising from potential conflicts, MidChains has in place strict segregation of duties, management oversight, adequate professional training, and effective compliance programs.

27. COMPLAINTS

- 27.1 Complaints about our Services or MTF will be dealt with in accordance with our Complaints Handling and Appeal Procedure which can be found on the Platform. You may at any time request (free of charge) a copy of our Complaints Handling and Appeal Procedure via the Platform or from [support@midchains.com].
- 27.2 Your complaint will be reviewed by our compliance officer and will be addressed in accordance with our Complaints Handling and Appeal Procedure. If we cannot resolve your complaint on the day of receipt, we will contact you promptly and in any event within 7 Business Days to acknowledge receipt of your complaint, and to provide you with the following further information:
 - 27.2.1 the contact details of the person who will be responsible for handling the complaint;



- 27.2.2 the timelines in which MidChains will update you on the progress of handling the complaint (we aim to resolve complaints promptly and in any event within 60 days of receipt, and we will update you on progress if the matter has not been resolved within 30 days of receipt);
- 27.2.3 the procedures for referring the complaint to another regulated financial institution, if we consider that another regulated financial institution is entirely or partly responsible for the matter complained of that you will be advised in writing of the resolution of the complaint and with clear terms of redress, if applicable; and
- 27.2.4 if you are not satisfied with the terms of redress offered by MidChains, you may pursue any other avenues for the resolution of the complaint such as an external dispute resolution scheme, arbitration or the referring the issue to the ADGM Courts. MidChains will provide you, on written request (free of charge) contact details relevant to such potential avenues for the resolution of your complaint.

28. GENERAL

28.1 Notices

- 28.1.1 Any notice, demand or communication given by us under this Agreement and/or the MTF Rules will be given via the Platform and may additionally be given by email to an address previously notified by you to MidChains for that purpose.
- 28.1.2 You may give notice to us in writing sent to our registered address as set out in this Agreement, and marked for the attention of Customer Support.

29. ASSIGNMENT AND SUB-CONTRACTING

You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

30. THIRD PARTIES

A Person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (as adopted and incorporated into the laws of ADGM) to enforce any term of this Agreement.

31. SEVERABILITY

If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

32. ENTIRE AGREEMENT

This Agreement (together with any documents referred to therein) constitutes the entire agreement between the parties and supersedes and extinguishes all previous



agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

33. FORCE MAJEURE

We shall not be in breach of this Agreement nor liable for any loss you may suffer if we are prevented from providing Services, by reason of strikes, industrial action, failure of power supplies, failure of banking payment transmission or clearing systems (save insofar as we are legally liable), failure of telecommunications or other equipment, industrial dispute or other causes beyond our reasonable control.

34. NO WAIVER

Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

35. CUMULATIVE REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.

36. COMMUNICATIONS

36.1 This Agreement and all documents and information in connection with the Agreement, the MTF and the Platform will be provided to you in English.

36.2 We will communicate with you in connection with the Agreement in English, and we will only accept Instructions and notices from you given in English.

37. SIGNATURES

Rather than rely on an original signature, MidChains may elect to rely on a signature that is transmitted, recorded or stored by any electronic, optical or similar means (including telecopy, imaging, photocopying, electronic mail, electronic data interchange, telegram or telex) as if it were (and the signature will be considered and have the same effect as) a valid and binding original.

38. JURISDICTION AND GOVERNING LAW

This Agreement is governed by the laws of the Abu Dhabi Global Market and you agree to submit to the exclusive jurisdiction of the Courts of the Abu Dhabi Global Market.



Signed by [insert name of individual]

.....
Signature

Signed by [insert name of director] for and on
behalf of [insert name of company]

.....
Director

Signed by [insert name of director] for and on
behalf of [insert name of company]

.....
Director

This Agreement has been entered into on the date stated at the beginning of it.