



## MT Standard Trust & App Service Agreement

### 1) TERMS AND CONDITIONS OF MT STANDARD TRUST SERVICES

- a) Welcome to MT Standard Trust Services. This Service Agreement ("Agreement") is a contract between you ("you," "your" or "Client or Settlor") and Marathon Corporate Services Limited "Trustee" and their heirs. It assigns in the capacity of "Trustee."
- b) The agreement Governs MT Standard Trust Services and the use of:
  - i) the VBranch smartphone app, our website located at mcoserv.com and any associated MCOSEV-hosted websites or mobile applications (collectively the "Site"), and
  - ii) any of the services provided by MT Standard Trust (together with the Site, the "Services" and by interacting with the Trustee Directly).
- c) Marathon Corporate Services Limited (the "Trustee") is a licensed Trust and Company Services Provider ("TCSP") registered in Hong Kong (License Number: TC006228). The company's offices are at 11/F Tower 2 Admiralty Centre, Admiralty, Hong Kong SAR.
- d) This Agreement incorporates, and you hereby accept and agree to the applicable policies, website notifications and guidelines that are provided or made available to you, appear on our website or as referenced in this Agreement and which we may modify from time to time.
- e) Your agreement is signified by your digital signature provided through the sign-up process online wherein you are required to read The Trust Deed and Service Agree, and to confirm your agreement, as a prerequisite of joining the trust. Or by you signing an application offline and submitting it together with required AMLO documentation to the trustee.
- f) This agreement is in effect from the date that you sign-up to be a Client of the trust until you cease to be a Client either by terminating your trust accounts and

agreement with the trustee voluntarily or such time as your Trust is terminated by the Trustee or at the direction of the Trustee.

- g) You may not transfer or assign any rights or obligations you have under this Agreement to any third party without our prior explicit written consent.
- h) We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent. You hereby already consent to any such future transfer or assignment. This does not affect your rights to close your account.
- i) This agreement is the governing agreement for all accounts in effect from February 2, 2020

## 2) AGREEMENT

- a) Only Clients of the MT Standard Trust may use the VBranch App. When you signify your acceptance of this agreement, you are, by reference, herein agreeing to the terms of the MT Standard Trust Deed and our Privacy Policy, which are available to be viewed through the App or via a browser on our website <http://mcoserv.com>.
- b) This Agreement strictly applies to our services in respect of our MT Standard Trust Services Vbranch App, wallet and payment apps and all ancillary and supporting services including, but not limited to, buying, selling, trading of investments and making and receiving payments in and providing custody for and of cryptocurrencies as well as delivering FIAT Currency payment systems, FIAT wallet functions; including payments made from FIAT cash accounts, Credit cards and prepaid credit cards making or receiving of remittances generally on behalf of Clients, and other ancillary financial services and asset custody arrangements as the Trustee deems appropriate for the Clients.
  - i) By using Services, printing and/or downloading materials from the Site, or otherwise using the Site, you agree to comply with and be legally bound by this Agreement. **If you do not agree to any of the terms set forth in this Agreement, you will not be permitted to access or use any of the Services.**
  - ii) Each time you access or use the Service to undertake a Transaction, you must acknowledge and consent to the Charges and/or Exchange Rates as Schedule I of this Agreement or otherwise posted on the Site. By proceeding with a Transaction, you confirm your understanding of and consent to the Charges and Exchange Rates. **If you fail to understand or consent to the**

## **Charges and Exchange Rates, you may not proceed with an Exchange Transaction**

- iii) You must meet the following criteria to be able to use our services:
  - c) You must be eligible to be a Client of the trust or a duly appointed representative or agent of a Client.
  - d) Any legal person may be a Client.
    - i) Any Client that is not a natural person must be represented by a duly appointed representative that is a natural person over the age of majority, or
    - ii) A Natural person over the age of Majority who is the Duly Representative, Agent, or Authorised Signing Authority of any legal person that is not a Natural Person. Or;
    - iii) A trustee acting on behalf of a Trust
    - iv) You have the full legal capacity to enter into a contract; and
    - v) If you are a Natural Person, you must be at least 18 years old or of the age of majority and contractual capacity in the jurisdiction where you reside.
  - e) By accessing or using the Services, you warrant and represent that you are 18 or older and otherwise are legally competent to enter into this Agreement.
  - f) You must not be acting on behalf of or for the benefit of anyone else unless you are the duly appointed Authorised Agent or Representative of the Legal Person who has authorized you to open an account with us. If you are acting on behalf of a Trust, you must be the Trustee or, a Natural person that the Trustee of the formally authorized, to open an account on their behalf. If you are using our Services on behalf of a legal entity other than yourself, you represent and warrant that you are authorized to bind that entity to these Terms. When these Terms refer to "you," it means they will refer to you and that entity, and that entity agrees to be responsible for you and any other Client that accesses the Services on its behalf, including for your and their compliance with these Terms.
  - g) We may restrict or prohibit access to or use of all or some of our Services from certain locations in countries, depending on various regulatory requirements.
    - i) We may amend or modify this Agreement by posting a revised Agreement on the app and Site and, where applicable, by notifying you 60 calendar days in advance about the upcoming changes and modifications by email. Continued use of the Site or Services after we have posted a revised Agreement, signifies your agreement to the modified Agreement You further agree that we may (a) modify or discontinue any portion of the Services, and

(b) suspend or terminate your access to the Services, at any time, and from time to time, without notice to you in certain, limited circumstances described herein. You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.

ii) Capitalized terms not otherwise defined in context are defined at the end of this Agreement.

### 3) HOW IT WORKS

a) The Services are made available to you subject to terms and conditions of this Agreement.

b) After you have established a MT Standard Trust, you may utilize any service which is available in the app.

c) If your Exchange Transaction involves selling virtual currencies for FIAT currencies, you are responsible to ensure that such Cryptocurrency has first been acquired either from a third party, or through an exchange either by the Trustee or through transfer to the trustee..

d) All transactions must be verified. In particular, blockchain transactions are subject to obtaining a certain number of blockchain confirmations before such transactions can be validated., We may reject a Transaction when required by applicable laws and regulations, and we will inform you accordingly about this fact and also provide you with reasons for our refusal unless we are not permitted to make such disclosures based on applicable regulations.

e) Cryptocurrency Exchange Transactions

f) To initiate a Cryptocurrency Exchange Transaction, you will need to:

i) Place Cryptocurrency in Trust with the Trustee

(1) transfer Cryptocurrency to your MT Standard Trust, or

(2) Using Fiat currency in your MT Trust Account, Purchase Cryptocurrency in your MT Standard Trust.

ii) for cash pay outs, agree with us on an Exchange Rate, which is valid for the Exchange Period and which will determine the amount of Cryptocurrency to

be debited from your MT Standard Trust as well as the amount of FIAT Currency to be transferred to the Payee Account net of applicable Charges;

iii) designate a Payee Account into which the FIAT Currency is to be deposited;  
and

iv) confirm your Exchange Transaction.

v) Once you confirm an Exchange Transaction, you have irrevocably authorized us to debit the designated amount of virtual currency (for example, Cryptocurrency) from your MT Standard Trust, and you may not cancel the Exchange Transaction. The corresponding amount of virtual currencies (such as Cryptocurrency) debited from your MT Standard Trust becomes the property of VBranch.

vi) Upon debiting the designated amount of Cryptocurrency from your MT Standard Trust, we will deposit the designated amount of FIAT Currency, less the applicable Charges, to the designated Payee Account, specified by you.

vii) We will notify you and, if applicable, the Designated Payee of the successful transfer of FIAT Currency to the Payee Account.

viii) Any designated amount deposited to the payee account in excess of the agreed designated amount shall be considered an overpayment. Upon due notification and instructions, you shall be obliged to refund the excess amount as instructed.

ix) If you fail or default in refunding such overpayment, the Trustee may, and is hereby authorized to, at any time, with or without notice to you, and to the fullest extent permitted by law, to set off and apply any or parts or all designated amount you shall be entitled to in subsequent exchange transactions, to satisfy the overpayment.

#### g) Cryptocurrency Purchase Transactions

i) To initiate a Purchase Transaction, you will need to:

ii) have sufficient funds in your VBranch Cash account or a mobile wallet account or another valid payment instrument supported by us, that you will use to initiate the transfer to us by following applicable instructions provided to you via our web interface.

- iii) agree with us on an Exchange Rate, which is valid for the Exchange Period and which will determine the amount of Cryptocurrency or another virtual currency supported by us, to be transferred to your designated Account as well as the amount of FIAT Currency to be transferred us, net of applicable Charges;
  - iv) choose a Payor Account into which the Cryptocurrency or another virtual currency is to be deposited and confirm your Exchange Transaction.
  - v) If you are using a VBranch Cash account, once you confirm a Purchase Transaction, depending on the payment method you use, you will either be required to transfer to us the corresponding amounts in the FIAT Currency or other payment instrument or, you will irrevocably authorize us to debit the designated amount of FIAT Currency from the valid bank account linked, and you may not cancel the Purchase Transaction.
    - (1) Upon receipt of FIAT Currency, we will deposit the designated amount of Cryptocurrency, less the applicable Charges, to the designated Payee Account.
    - (2) We will notify you of the successful transfer of Cryptocurrency to the Payor Account.
  - vi) If we do not consummate the Transaction during the Exchange Period, we may either: (a) continue to attempt to process the Transaction for up to seven (7) days; or (b) terminate the Transaction and credit your MT Standard Trust for the appropriate amount of Cryptocurrency or FIAT Currency debited in connection with such Transaction, without incurring any additional obligation or liability.
- h) Purchase of other Products and services.
- i) As a Client of the Trust, you are eligible to purchase other products and services offered under the trust. Each of these products and services will be subject to the terms and conditions contained in offering information made available to you as a Client, specific to any given product and service.
  - ii) If you subscribe to such other offers and or services, you are deemed to have read the offering materials, whether presented online or in paper form, offline and agreed to them.

i) Fees and Charges

- i) You hereby agree to promptly pay all fees and service charges which arise from your Trust Services including, without limiting the generality of the foregoing, Trust and sign up fees, Asset under Administration fees buying, selling, and trading fees, foreign exchange fees and costs and any other fees levied by the Trust in Hong Kong Dollars or United states dollars at the Trustees discretion.
- ii) You hereby agree to keep a cash balance in a cash account for the payment of such fees as directed by the Trustee.
- iii) the Trustee shall collect fees and charges as they come due from your cash account in trust or as necessary by liquidating trust assets or properties to pay such fees.
- iv) the Trustee is entitled under the terms of this agreement as stated in the Trust Deed to liquidate Trust assets or Property as and when necessary for the payment of fees or to liquidate assets or Properties in advance for the of the fees.
- v) the Trustee shall publish a fee schedule from time to time delineating the respective fees and Charges, either in basis points, percentage or on a fixed basis as the case may be. Such fee schedule is subject to change without notice at the exclusive discretion of the Trustee

4) CERTAIN RISKS

- a) In connection with a Transaction, we will attempt to confirm that the validity of the Payee Account or Payor Account to the extent possible; however, the Trustee cannot confirm, and it is your responsibility to ensure that the Accounts of the Payee and Payor are those of your intended parties. If we are unable to deliver the designated FIAT Currency or Cryptocurrency to the designated account, our only obligation, and your sole recourse, is to terminate the Transaction.
- b) If we terminate the Transaction, our only obligation, and your sole recourse, will be for the Trustee to credit your MT Standard Trust for the amount of that Transaction, unless we are required to freeze the funds due to, for example, suspected risks of money laundering, illegal activities, online fraud and in some other cases, as required by applicable regulations.

- c) We reserve the right to refuse to process or to cancel any pending Transaction as required by law or in response to a subpoena, court order, or other binding government order.
- d) All blockchain-based transactions are non-reversible. the Trustee cannot reverse any Transaction that has been communicated to and confirmed, for example, by the Cryptocurrency network.
- e) At your request through the Site, we will use reasonable efforts to transfer to your designated third-party Cryptocurrency wallet or account, any Cryptocurrency remaining at any time in your MT Standard Trust that is not subject to a pending or completed Exchange Transaction.
- f) Please be advised that transferring Cryptocurrency to or from your MT Standard Trust may not be instantaneous.
  - i) Once you submit your request to the Cryptocurrency network to transfer Cryptocurrency to VBranch, or
  - ii) we submit our request to transfer Cryptocurrency to you, the transfer will be unconfirmed for a period of time (usually less than one hour but could last up to one day or more) pending sufficient confirmation of the transaction by the Cryptocurrency network. The transfer is not complete while it is in a pending state.
  - iii) Cryptocurrency associated with transfers that are in a pending state will not be included in your MT Standard Trust balance or be available to conduct Exchange Transactions.
- g) **The risk of loss from holding Cryptocurrency in a MT Standard Trust or in a pending state can be substantial: the price or value of Crypto Currencies can change rapidly, decrease, and potentially even fall to zero.**
- h) Upon your confirmation of an Exchange Transaction, during the Transaction Period, we will honour the Exchange Rate quoted for the Exchange Transaction.
  - i) However, we are not responsible for, and you agree to hold us harmless against, fluctuations in the Exchange Rate while Cryptocurrency is in your own possession, for example, with a third-party custodian,
  - ii) or while a transfer of Cryptocurrency to or from your MT Standard Trust is pending.

- i) Please be advised that transferring FIAT Currency from a bank account or your VBranch Cash account may not be instantaneous,
  - i) subject to local regulations and existing operating procedures that could vary across different countries and financial institutions,
    - (1) once your bank or mobile provider's network receives your request to transfer FIAT Currency to VBranch, the transfer will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the bank or mobile provider's network.
    - (2) The transfer is not complete while it is in a pending state. FIAT Currency associated with transfers that are in a pending state will not be included in your MT Standard Trust balance or be available to conduct Purchase Transactions.
- j) The regulatory framework in relation to transactions involving virtual currencies is still emerging. It is possible that your transactions are or may be in the future subject to various reporting, tax or other liabilities and obligations. Legislative and regulatory changes or actions at the country, regional (for example, in the EU/EEA) or international level may adversely affect the use, transfer, exchange, and value of the Cryptocurrency.
- k) There is a risk that your transactions may be affected by system failures resulting from adverse events, natural disasters and other emergencies and significant unforeseen changes in the external environment.
- l) With regards to opportunity loss (e.g. you lost an opportunity to make an Exchange or a Purchase Transaction, resulting in loss of hypothetical profits which could have been obtained) due to things such as emergency situations, technical failures and force majeure circumstances, we will not take corrective actions since we are not able to determine the details of the hypothetical Transaction which would not have been completed.
- m) You may not be able to access your Cryptocurrency wallet if you lose your private key or password to your MT Standard Trust, with the result that your virtual currency may be permanently lost for you. the Trustee will not be able to help you.
- n) In this case, you will hold us harmless against the loss of your password or key to such external virtual currency wallets.

- o) You accept the risk that a Transaction may be delayed for any reason, and you agree to hold the Trustee harmless from and against any damages or injury arising out of or related to such delay.

#### 5) APPLICATION FOR A MT STANDARD TRUST ACCOUNT

- a) Natural persons over the age of majority may act as settlors, in addition to other legal persons including but not limited to Proprietorships, Public, Private and not for profit Corporations incorporated in Hong Kong or elsewhere, Partnerships, Associations, societies and Trustees acting on behalf of trust beneficiaries, whether vested or not as well as Government agencies and NGOs.
- b) All Clients and Beneficiaries hereby agree to provide all relevant, beneficial ownership and tax identity and residency information, and information ( the Private Client Data) required to meet regulatory responsibility for and to pertain to "Know Your client, (KYC) risk management and Anti Money Laundering Anti-Terrorist Financing (AMLO/ATF) as requested both at the time of Signing up as a Client and thereafter as required from time to time.
- c) the Trustee reserves the right to refuse application service to any party who, despite qualifying otherwise, is unable or refuses to provide pertinent Client data required to meet the Trustee's Information requirements.
- d) In the event that any Client is unable or unwilling to provide Private Client Information as and when required by the Trustee for ongoing or enhanced Due diligence and the AMLO/ATF requirements the Trustee may hold the Client accounts in suspense pending satisfactory review or compliance actions as may be required under the law which may include FIAT and Cryptocurrency held in accounts on behalf of the Client being held in suspense, frozen, seized or forfeited as when and if required by relevant regulation, law or court order.
- e) All Clients and Prospective Clients who are not Natural Persons must provide agents and/or representatives who are Natural persons and who provide requisite Personal Information as part of the Private Client Information for KYC AMLO/ATF compliance review and risk assessment.
  - i) The Client must also provide proof of authority to act on behalf of the legal persons and beneficiaries they represent.
  - ii) the Trustee reserves the right to refuse to accredit any proposed nominee should they no meet the information requirements or be unsuitable in the Trustees Absolute Discretion.

- f) Private Client Information; In order to use any of the Services, you must first download and install the VBranch App and register as a Client or alternatively Register on the site on the Site and obtain a MT Standard Trust Services are designed to be offered through the VBranch app with the website offering facilities for communication involving the delivery of documents, accessing account histories or other services more easily accessible on larger screens.
- g) To register as a Client or their agent/representative will be required to provide some or all of the following information, upon registration and from time to time thereafter:
- i) Tax Identification number;
  - ii) Full name;
  - iii) Residential address;
  - iv) Email address;
  - v) Date of birth;
  - vi) Your taxpayer identification number;
  - vii) Your telephone number;
  - viii) Your nationality;
  - ix) Certified Copy of. passport or other government identification document;  
and;
  - x) A Client name and password.
  - xi) Credit Card for payments and independent ID Verification:
  - xii) Biometric Data;
    - (1) In order to provide state of the art privacy and security through VBranch, we are committed to adopting and utilizing a range of Biometric data in the sign-in and transaction verification processes.
    - (2) Without limiting the generality of the foregoing, such biometric data may include fingerprints, Iris scans, Facial Scans voice recording.

- h) **Updates to Credit Card Information.** If your credit card number or expiration date changes, we may update it without any action on your part, and we may acquire such updated information from a third party, including our financial services partner, the card networks, and your bank or card issuer. If you do not want us to update your card information, you may contact your issuer to request this or remove your Payment Method from your MT Standard Trust. If we update your Payment Method, we will keep any preference setting attached to such a Payment Method.
- i) Identification and verification of the third-party Cryptocurrency wallet or account from which you will transfer Cryptocurrency to or from your MT Standard Trust.
- j) All Private Client information is subject to the privacy policies included by reference in this agreement.
- k) **Identity Verification.** You authorize the Trustee, directly or through third parties, to make any inquiries we consider necessary to validate your identity, including as required, to comply with our obligations under applicable laws and regulations. This may include asking you for further information or documentation, requiring you to provide personal identification documents (including copies of your Hong Kong Identification Card or valid travel document), documents verifying your residential address, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your Information against third party databases or through other sources.
- l) **Credit Report Authorization.** If you open a Business Account or if you access any service requiring the provision of Credit, you are providing the Trustee with your written instructions and authorization in accordance with any applicable law to obtain your personal and/or business credit report from a credit rating agency. You are also authorizing the Trustee to obtain your business credit report: (a) when you request certain new products, or (b) at any time the Trustee reasonably believes there may be an increased level of risk associated with your Client Accounts.
- m) The Client hereby agrees that in order to assess risks and ensure compliance with relevant laws and regulations in Hong Kong and elsewhere notably, but not limited to, Cap. 615 Anti-Money Laundering and Counter-Terrorist Financing Ordinance, and Cap. 455 Organized and Serious Crimes Ordinance, the Trustee may request additional personal, financial and business information including statement of financial affairs, (for corporate entities, Books of account) credit reports, Source of Funds or Source of wealth documents as well as specific

documentation of pertinent transaction details and third party information as or if requires to assure the Trustee of the probity of the intended transactions.

- n) The Client further agrees that if the Trustee is not satisfied with the information provided or made available by the Client, or for any reason feels that the transaction falls outside of permitted activity the Trustee may at their absolute discretion refuse any Transactions and may, at their absolute discretion, hold the Client accounts in suspense pending satisfactory review or such compliance actions as may be required under the law, which may include FIAT and Cryptocurrency held in accounts on behalf of the Client being held in suspense, frozen, seized or forfeited as when and if required by relevant regulation, law or court order.
- o) The Client and the Agent or Representative of the Client hereby agree to hold the Trustee harmless from any actions which might arise out of compliance actions undertaken by the Trustee with regard to or as a result of Crypto or Fiat currency being or having been, Suspended, Frozen or Forfeited as a result of Compliance activities by the Trustee or Third-Parties including but not limited to Third-party Financial or governmental agencies or institutions.
- p) **Updates to Information.** If your credit card number or expiration date changes, we may update it without any action on your part, and we may acquire such updated information from a third party, including our financial services partner, the card networks, and your bank or card issuer. If you do not want us to update your card information, you may contact your issuer to request this or remove your Payment Method from your MT Standard Trust. If we update your Payment Method, we will keep any preference setting attached to such a Payment Method.
- q) Blacklisted countries, jurisdictions, organizations and individuals are not eligible for the use of or as parties to transactions using VBranch Services. You must be a resident of an eligible country or jurisdiction and not be a resident in nor attempt transactions with any countries or jurisdictions entities organizations or individuals who are blacklisted by.
  - i) the United Nations or barred under recommendations of
  - ii) **FATF blacklist** or **OECD blacklist** issued by the Financial Action Task Force:
  - iii) **US Government Financial and Trade Sanctions**

- r) All information you provide must be complete and accurate in all respects. It is your obligation immediately to update any incomplete or incorrect information in your MT Standard Trust.
- s) All information you provide to us is subject to storage by the Trustee for a period of seven (7) years after the latest transaction (or such other period as the Trustee may determine in order to comply with applicable laws and business practices) for risk management and security reasons, and archival and record-keeping purposes.
- t) If you have previously applied for another MT Standard Trust with any of the same information, we reserve the right not to approve the registration of a new MT Standard Trust, and you may be required to access and use your existing MT Standard Trust.
- u) We may be prohibited from providing services or entering into relationships with certain individuals and entities. In the event that we are required to block assets associated with your MT Standard Trust in accordance with government sanctions programs or other legal requirements, we may (i) deactivate or cancel your MT Standard Trust or block Client activity, (ii) transfer Cryptocurrency from your MT Standard Trust to an originating source or to another account specified by governmental authorities, or (iii) require you to transfer your Cryptocurrency out of your MT Standard Trust within a certain period of time. Neither Vbranch Trust nor the Trustees are responsible for any losses, whether direct or indirect that you may incur as a result of our complying with applicable law, the guidance or direction of any regulatory authority or governmental agency, or any writ of attachment, lien, levy, subpoena, warrant or other legal order. If you were previously denied the registration of a MT Standard Trust or had a MT Standard Trust closed by us, you may not be able to reapply for a MT Standard Trust.
- v) Because of the numerous factors involved in our evaluation of an application for registration of a MT Standard Trust, we reserve the right to decline any application for a MT Standard Trust registration or any request for a proposed Transaction, for any reason, permitted by applicable regulations and our internal policies.
- w) Upon successful completion of the registration process, we will establish your MT Standard Trust.

## 6) SECURITY AND UNAUTHORIZED USE

- a) Only one Security Key and password can be linked to your MT Standard Trust at any time.

- b) You are required not to re-use a combination of Security Key and password for your MT Standard Trust for any other online service or website, to protect the security of your MT Standard Trust, not to share your Account credentials with any other third party.
- c) You are responsible for all transactions that take place on your MT Standard Trust using your Security Key and password.
- d) You are responsible for maintaining adequate security and control of any and all Security Keys, passwords, hints, personal identification numbers (PINs), or any other codes that you use to access the Services.
- e) You are required to report any unauthorized access to your MT Standard Trust, any unauthorized activity on your MT Standard Trust or any unauthorized use of VBranch services from your Account should you discover or suspect such activities to the Trustee at support at <https://VBranch.io>.
- f) You are responsible for keeping your email address and other contact information up to date in your MT Standard Trust in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of your email credentials, loss of a personal device or failure to follow or act on any notices or alerts that we may send to you.
- g) the Trustee representatives will never ask you for your password, so any email, phone call or other communication requesting your password should be treated as unauthorized and suspicious and forwarded to us for further investigation.
- h) If you do share your VBranch Security Key credentials with a third party for any reason, including because the third party has promised to provide you additional services such as account aggregation or information services, the third party will have access to your Account and your personal information, and you may be responsible for actions taken using your password and Security Key credentials.

## 7) TRANSACTIONS EXECUTION

- a) the Trustee reserves the right to establish and change transaction limits, in our sole discretion.
- b) All transactions from your MT Standard Trust will be affected by Transfer Instructions authorized with the Security Key and password given to you when you register, or by such other method as we may prescribe from time to time.

- c) You may not effectuate any Exchange Transactions from your MT Standard Trust in the event that you do not have sufficient funds in your MT Standard Trust to meet the value of the Exchange Transaction and Charges applicable thereto.
- d) We will verify and confirm all Transactions effected from your MT Standard Trust to you by email or other designated mode of communication. Our records will be taken as correct unless the contrary is proved.
- e) you acknowledge that the execution time for all transactions will be subject to the operating rules of international payment systems
- f) We may, at any time, refuse a transaction or attempted transaction submitted by you. The reasons for the refusal and any potential actions you can take to re-initiate the refused transaction will be communicated to you. We may refuse to execute a transaction, for example, in any of the following cases:
  - i) The instructions contain factual errors or incomplete details; or you do not have the corresponding sufficient amounts in the specified FIAT Currency or in a virtual currency, available for you to transact with on your MT Standard Trust;
  - ii) You have breached any of your obligations towards us under these Terms or any other agreement entered into between you and VBranch;
  - iii) The risk limitations or spending limits established for your account may have been reached;
  - iv) We are legally or contractually obliged to freeze your Account or block transactions;
  - v) We have security concerns with respect to your account or an attempted transaction or a counterparty involved, e.g. because of a suspected security breach, potential technical failure, suspected fraudulent or criminal behaviour.
- g) If your attempted transaction is inconsistent with your previous account behaviour or stated purpose or above previously established limits, we may request additional information or clarifications from you and must receive such information before processing new transactions initiated by you,
- h) In case of blockchain events such as hard forks, splits, airdrops or any other blockchain changes or modifications outside of our control, the Trustee will make reasonable efforts to keep you informed about such events, but does not

assume any liability towards you in the event that you or a third party incur losses or damages as a result.

- i) Our ability to manage online fraud, protect Clients from possible cases of unauthorized transactions, research and potentially rectify claims related to potentially unauthorized transactions, significantly depend on our ability to rely on technical and structural elements of the financial system we operate in and on strong authentication solutions available in various regions.
  - j) Any claim with respect to the unauthorized transaction must be communicated by you to us immediately, as soon as you notice any irregularity with your account history, and not later than 30 days from the transactional day.
    - i) You will not be liable for any financial consequences resulting from fraudulent or unauthorized use of your MT Standard Trust occurring after you have duly notified us about suspected fraud or misuse, except where you have acted fraudulently.
  - k) If your transaction falls within the scope of the EU 2nd Payments Services Directive, you are liable for any loss resulting from unauthorized transactions subject to the terms and conditions as defined by the Articles 73 and 74 of this Directive.
  - l) Please note that you will bear all losses arising from or related to any unauthorized transactions if you acted fraudulently, made false representations to us with respect to your identity or the nature of your activities or violated any other parts of these Terms.
  - m) As required by applicable regulations, the Trustee will notify you in the event of suspected or actual fraud or security threats via your registered e-mail, phone number or other communication methods, as applicable.
- 8) Sending Limits.  
We may, at our discretion, impose limits on the amount of payments you can send through the VBranch Trust. You can view your sending limit, if any, by logging into your account. If you have a Verified Account, we may increase your sending limits.
- 9) Default Payment Methods. When you make a payment, if you have not selected a Preferred Payment Method, VBranch Trust will fund your transaction in this order (subject to availability based on your Payment Methods and in Hong Kong SAR China):
- a) Balance
  - b) Instant Transfer from your bank account

- c) Debit card
- d) Credit card
  - i) Note: If you do not want to use your balance, you must withdraw it before making a payment.

10) Credit Card Payment Methods. By adding a debit card or credit card as a Payment Method, you are providing VBranch Trust with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a Payment Method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Payment Method in your Account Profile.

- a) Preferred Payment Method. You may select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment or a No Log-In Payment.
- b) For a Preapproved Payment and, in most instances, a No Log-In Payment, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.
- c) If you select a Preferred Payment Method but have an available balance in your Account, your balance will be used to fund your payment.
- d) 2.5 Refused and Refunded Payments. When you send a payment online using VBranch Trust, and the transaction is ultimately refunded, the money will be refunded to the original payment method you used for the transaction if you used a debit card, credit card or VBranch Trust balance. If you used a bank account as the payment method for the transaction, we would refund the money to your bank account, or to your VBranch Cash balance if we cannot refund it to your bank account.
- e) When you buy something from a Merchant using VBranch that required a currency conversion, and a refund is issued by the Merchant using VBranch Trust:
- f) Within 1 day of the date of the original payment, the transaction exchange rate used at the time of the original payment will apply.
- g) Beyond 1 day of the date of the original payment, the transaction exchange rate (including the applicable currency conversion fee as set out in section 3 of Exhibit A) on the date of the refund will apply. The transaction exchange rate may be applied immediately and without notice to you. This means that you may not receive the full amount of your original payment due to the fees above and fluctuations in currency conversion rates.

- h) Merchant Processing Delay. When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate will be determined at the time the Merchant processes your payment and completes the transaction.
- i) 2.7 Preapproved Payments. A Preapproved Payment is a payment in which you Authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions," "recurring payments," "preauthorized transfers," or "automatic payments." Within two (2) Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email.
- j) Notice for Certain Preapproved Payments. If a Preapproved Payment will vary in amount and is made using an Instant Transfer, debit card Payment Method or your VBranch cash account balance,
  - i) you have the right to advance notice of the amount and date of the transfer from the Merchant at least 10 days before the transfer is made.
  - ii) If the Merchant provides the option, you may choose to receive this advance notice only when the amount of your Preapproved Payment will fall outside a range established between you and the Merchant.
  - iii) This notice is designed to protect you from having insufficient funds in your cash account to cover the Preapproved Payment.
- k) Stopping a Preapproved Payment. You may stop a Preapproved Payment at any time up to 3 Business Days prior to the date the next payment is scheduled to be made by notifying the Trustee.
  - i) You may stop a Preapproved Payment by calling the Trustee (852) 3875 3026 in Hong Kong SAR China. Once you contact the Trustee to stop a Preapproved Payment, all future payments under your agreement with the Merchant will be stopped.
  - ii) If you stop a Preapproved Payment, you may still be liable to the Merchant for the payment or for other penalties under the terms of your agreement with the Merchant, and you may be required to pay the Merchant through alternative means.
  - iii) We will be liable for your losses or damages directly caused by our failure to stop any Preapproved Payment if you have followed the instructions in this section to notify us.

11) Eligibility for Use.

- a) The ability to receive payments varies by country. As a resident of Hong Kong SAR China, you have the ability to send and receive payments. If you open a Business Account, the Trustee may allow anybody (with or without a MT Standard Trust) to initiate a payment to your Account. By integrating into your online checkout/platform any functionality intended to enable a payer without an Account to send a payment to your Account, you agree to all further terms of use of that functionality which VBranch Trust will make available to you on any page on the VBranch Trust website (including any page for developers and our Legal Agreements page or online platform).
- b) Liability for Invalidated Payments. When you receive a payment, you are liable to VBranch Trust for the full amount of the payment sent to you plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees listed in Exhibit A (Fees) of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment.
  - i) You agree to allow the Trustee to recover any amounts due to VBranch Trust by debiting your balance. If there are insufficient funds in your balance to cover your liability, you must reimburse VBranch Trust through other means. If a sender of a payment files a Chargeback, the card issuer, not the Trustee, will determine who wins the Chargeback.
- c) No Surcharges. If you are receiving payment for goods or services rendered;
  - i) You agree that you will not impose a surcharge or any other fee for accepting VBranch Trust as a payment method without our express written consent;  
Or
  - ii) You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee is not higher than the handling fee you charge for Non-VBranch Trust transactions.
- d) If you receive Preapproved Payments, you must receive your buyer's Authorization to the payment amount, frequency and duration prior to submitting the payment.

12) Cash Account Balances. If you hold a balance, the Trustee will hold your funds in your Cash Account. The trustees will hold these funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. the Trustee will not voluntarily make your funds available to its creditors in the event of bankruptcy. You acknowledge you acquire no rights or title, nor shall you be entitled to receive interest or other earnings on the amounts in your balance that the Trustee holds on your behalf.

- a) Setoff of Past Due Amounts. If you have a past due amount owed to VBranch, an Affiliate, the Trustee may debit your Account to pay any amounts that are more than 180 days past due.
  - b) Negative Balances and Multiple Currencies. If your Account has a negative balance, the Trustee may set-off the negative balance with any funds that you subsequently add or receive into your Account. If you have multiple currency balances in your Account and one of the currency balances becomes negative for any reason, the Trustee may set-off the negative balance by using funds you maintain in a different currency balance. If you open more than one Account, the Trustee may set off the negative balance in one Account by using any balance that you maintain in your other Account(s). In the event that a negative balance is offset by the Trustee pursuant to this paragraph, it may be bundled with another debit coming out of your Account.
  - c) Withdrawing FIAT Currency.
  - d) How to Withdraw FIAT Currency. You may withdraw funds from your Account by having the Trustee transfer them to an external account. The currencies in which you may withdraw your funds to your bank account may be limited. Unless otherwise specified, when withdrawing your funds to your account, funds may only be withdrawn in your national currency unless you have multi-currency or other foreign currency accounts. If you are holding a balance in a foreign currency, you may only withdraw that balance (or part thereof) after it has been converted to (a) Hong Kong Dollars if you are withdrawing your funds to your Hong Kong bank account or (b) U.S. Dollar if you are withdrawing your funds to your linked U.S. bank account.
  - e) Withdrawal Limits. Depending on the degree to which you have Verified your Account, we may limit your ability to withdraw funds until you comply with our requests for information. In addition, we may delay withdrawals of large sums of money while we perform a risk review.
  - f) Withdrawal Fees. When withdrawing your balance, you will be charged the Withdrawing your Balance Fee as set out on the MT Standard Trust Fee Schedule from time to time, depending on the method of withdrawal. In addition, if you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you may additionally be charged Currency Conversion Fees.
- 13) Closing Your Account.
- a) How to Close Your Account. You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions, and you will forfeit any balances associated with Redemption

Codes, unless otherwise legally prohibited. You must withdraw your balance prior to closing your Account.

- b) Limitations on Closing Your Account. You may not evade an investigation by closing your Account. If you close your Account while we are conducting a review, we may hold your funds to protect VBranch, Affiliates or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

#### 14) Taxes

- a) It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions associated with your receipt or transfer of Cryptocurrency , and/or to the Transactions you conduct through the Services, and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities.
- b) Your transaction history is available through your MT Standard Trust. We are not obliged to determine whether taxes or duties apply and are not responsible for calculating, collecting, reporting, or remitting any taxes or duties to any authority arising from any transaction.

#### 15) Privacy

- a) Protecting your privacy is very important to the Trustee. Please review our Privacy Policy, which is incorporated by reference into this Agreement, in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
- b) If you receive information about another Client through the Services, you must keep the information confidential and only use it in connection with the Services. You may not disclose or distribute a Client's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and MT Standard Trusting unless you receive the Client's express consent to do so. You may not send unsolicited emails to a Client through the Services.
- c) By using the Services, you agree that the Trustee may provide you with any notices or other communications about your MT Standard Trust and the Services electronically:
  - i) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or

- ii) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. If you do not wish to receive notices or other communications electronically, we will be unable to support your MT Standard Trust, and your MT Standard Trust will be cancelled.
  
- d) You accept that we may disclose or receive personal information or documents about you to and/or from the following:
  - e) Local and international law enforcement or any competent regulatory or governmental agencies to assist in the prevention, detection, or prosecution of criminal activities or fraud;
  - f) Our service providers, dealers, agents, or any other company that may be our subsidiary, parent company, or partner, for reasonable commercial purposes connected to your use of the Services, such as marketing and research-related purposes;
  - g) Lawyers or auditors or to the applicable court in connection with any legal or audit proceedings (notwithstanding that any such proceedings may be of a public nature); and
    - i) Others to facilitate our ability to carry out any activity in connection with a legal, governmental, or regulatory requirement.
  - h) You must comply with any instructions that we may give you from time to time about the Services.
  - i) Your calls, emails, or SMS's may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorized use of our telecommunications system, and detection and prevention of crime.
  - j) If to the extent permitted by the Trustee from time to time, you grant express permission to a third party to access or connect to your MT Standard Trust, either through the third party's product or service or through the Site, you acknowledge that;
    - i) granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement.
    - ii) You are fully responsible for all acts or omissions of any third party using your MT Standard Trust credentials.

- iii) Further, you acknowledge and agree that you will not hold the Trustee responsible for, and will indemnify the Trustee from, any liability arising out of or related to any act or omission of any third party using your MT Standard Trust credentials.

16) USE OF THE APP & SITE

- a) We grant you a limited, nonexclusive, non-transferable license, subject to the terms of this Agreement, to access and use the VBranch App and Website, and the content, materials, information, and functionality available in connection therewith (collectively, the "Content") solely for informational, transactional, or other approved purposes as permitted by the Trustee from time to time. Any other use of the Site or Content is expressly prohibited. All other rights in the Site or Content are reserved by us and our licensors. We reserve all rights in the Site and Content, and you agree that this Agreement does not grant you any rights in or licenses to the Site or the Content, except for this express, limited license.
- b) In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products, and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site are your sole responsibility, and we shall have no liability for such decisions.
- c) From time to time, the App and Site may contain references or links to third-party materials (including without limitation websites) not controlled by us. We provide such information and links as a convenience to you. Such links should not be considered endorsements of these sites or any content, products or information offered on such sites, and such reference does not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You acknowledge and agree that we are not responsible for any aspect of the information or content contained in any third-party materials or on any third-party sites accessible or linked to the App or Site, including without limitation content, property, goods, or services available on the linked sites.
- d) We shall not bear any liability, whatsoever, for any damage or interruptions caused by Malware. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Trustee. Always log into your MT Standard Trust through the Site to review any

transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

17) SUSPENSION AND DISCONNECTION OF SERVICES/CLOSURE OF MT STANDARD TRUST

- a) We may suspend (bar), restrict, or terminate the provision of the Services (in whole or in part) and/or close your MT Standard Trust or block any MT Standard Trust or Transaction without informing you and without any liability whatsoever (although we will, where possible, try to inform you that such action is or may be taken), in addition to all remedies available at law and in equity, under the following circumstances:
- b) As required by a valid subpoena or court order or we are, in our reasonable opinion required to do so by applicable law, regulation or any court or other authority to which we are subject in any jurisdiction;
- c) If we are aware or have reason to believe that your MT Standard Trust, the Services, or any MT Standard Trust is/are or have previously been used in an unauthorized, unlawful, improper, or fraudulent manner or for criminal activities including but not limited to activities involving money laundering, terrorist financing, fraud, or any other financial crimes.
- d) If you take any action that the Trustee deems as circumventing the Trustee's controls, or we reasonably suspect that you are acting in breach of this Agreement;
- e) If you fail to comply with any of the conditions relating to the Services, including this Agreement;
- f) If you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the Services; or
- g) For reasons outside of our control.
- h) In the event that a technical problem causes system outage or MT Standard Trust errors, the Trustee may temporarily suspend access to your MT Standard Trust until the problem is resolved.
- i) We will also close your MT Standard Trust upon receipt of your request to close your MT Standard Trust.

- j) Upon closure of your MT Standard Trust, we will use reasonable efforts to transfer any Cryptocurrency balance in your MT Standard Trust to you at your designated Cryptocurrency wallet or account.
- k) You may not use the VBranch Services to conduct, pay for or facilitate activities that:
  - l) Violate any law, statute, rule, regulation or a decision of the competent authority.
  - m) Relate to transactions involving illegal trade or business or trade or business that require special permissions or a license without having such permission or license.
  - n) If we determine that you are incurring an excessive number of chargebacks, disputes, complaints or other irregularities, we may establish controls or conditions governing your Account, including without limitation, by:
    - o) establishing new transactional or processing fees;
    - p) creating a Reserve in an amount reasonably determined by us to cover anticipated reversals, losses and related fees;
    - q) limiting sending or receiving privileges; or

18) TERMINATING OR SUSPENDING THE SERVICE.

- a) Without limiting the foregoing, we may suspend the Service and block access to your Account (including without limitation the Funds in your Account) if:
  - b) you have violated the terms of this Agreement,
  - c) we determine that you pose an unacceptable credit or fraud risk or other liability risks to us,
  - d) you provide or have provided false, incomplete, inaccurate, or misleading information (including without limitation any registration information) or otherwise engage in fraudulent or illegal conduct,
  - e) we have security concerns regarding your Account, including your credentials, or
  - f) we suspect unauthorized or fraudulent use of your Account or any payment information in your account.
- g) In such cases, we will inform you of the suspension of your Account and the reasons for it, where possible, before the suspension and at the latest immediately thereafter, unless we determine giving such information would compromise security concerns or is prohibited by applicable law. We will reactivate your Account or credentials, or replace it or them, as applicable, once we have resolved the reasons for the suspension. You must notify us through the Contact page if you wish to request us to reactivate your account.
- h) Where your Account has been suspended or terminated for any reason, we reserve the right at our sole discretion to again, require you to provide all the

information described in Section 4.1 (Application for a MT Standard Trust) before initiating or completing any Transactions on your Account.

- i) We may close your Account at our convenience by providing you with two months' prior notice.

#### 19) WHEN YOUR ACCOUNT IS CLOSED:

- a) We may cancel any pending Transactions;
- b) We may suspend, limit or terminate your access to or use of our Services, websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services;
- c) You will remain liable for all outstanding obligations under this Agreement related to your Account prior to closure;
- d) We may keep your Account information in our database for the purpose of fulfilling our legal obligations and other permitted reasons; and
- e) We may retain your balance of Funds after closure to the extent, and for the time we reasonably require protecting the Trustee and/or any third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liabilities of whatever nature. After this time, you will be able to withdraw any undisputed funds that we are holding. Please contact the Trustee Customer Service if you have any questions about Funds held in your Account on closure.
- f) You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of such risk management and security procedures to you.

#### 20) YOUR RESPONSIBILITIES

- a) You agree to comply with and not use the Services in violation of any applicable laws or regulations.
- b) You agree not to:
  - i) Copy, transmit, distribute, sell, resell, license, decompile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the Content or any other part of the Site or any derivative works thereof, in whole or in part for commercial or non-commercial purposes, except as expressly set forth herein

- ii) Frame, link, or display the Site or Content (or any portion thereof) to or as part of any other web site or any other work of authorship without our prior written permission.
  - iii) Use the Services or any device, software or routine in any manner that could disable, overburden, damage, or impair or interfere with the Services or any other party's use of the Services, including their ability to engage in real-time activities through the Services;
  - iv) Use any robot, spider, or any other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the Site;
  - v) Introduce any Malware into the Site or VBranch System;
  - vi) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the VBranch System;
  - vii) Violate or assist any party in violating any law, statute, ordinance, regulation, or rule of any self-regulatory or similar organization of which you are or are required to be a Client (for example, those laws, rules, or regulations governing financial services, controlled substances, unlawful gambling, or consumer protections);
  - viii) Infringe upon the Trustee or any third party's copyright, patent, trademark, or intellectual property rights;
  - ix) Act as a payment intermediary or aggregator or otherwise resell any of the Services;
- c) We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.

## 21) LIABILITY AND EXCLUSIONS

- a) Your Use of the App, Website and Services, and any services or items obtained through them is at your own risk. the App, Website and Services, and any services or items obtained through them are provided on an as-is basis and as available basis without any warranties of any kind, either express or implied. Neither the Trustee or any person associated with the Trustee makes any warranty or representation with respect to the APP, site or services. Without

limiting the generality of the foregoing, Neither the Trustee or any person associated with the Trustee the App represents or warrants App, site and Services, and any services or items obtained through them will be accurate, reliable, error-free, or uninterrupted, or that defects will be corrected, that App site Services or server that makes them available are free of viruses or other components or that the App, Website and Services, and any services or items obtained through them will otherwise meet your needs or expectations.

- b) The Trust hereby disclaims all warranties of any kind whatsoever, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for any particular purpose. The foregoing has no force nor effect on any warranties which cannot be excluded or limited under applicable law.
- c) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, programs or data, or other proprietary material due to your uses of the app, site or services or any goods or services obtained through them or for your downloading any material posted to them or any site or service linked or connected to them.
- d) In no event will Vbranch, the Trustee or their licensors, service providers, Employees, Agents, Officers or directors be liable for damages of any kind, under any legal theory arising out of , or in connection with your use, or inability to use, of the app, site or websites linked or connected to it, services, any content on the site or other websites, including but not limited to personal injury , pain and suffering, loss of profits, loss of business or anticipated savings , loss of use, loss of goodwill, loss of data whether caused by tort ( including negligence) breach of contract or otherwise even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.
- e) You agree to defend, indemnify, and hold harmless the Trustee, its affiliates, licensors, service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to any Transaction, your violation of this Agreement, or your use of the Site, Content, or Services.

## 22) MISCELLANEOUS

- a) This Agreement (as from time to time may be amended) forms a legally binding agreement that is binding on you and your personal successors and assigns.

- b) You may not assign or transfer this Agreement to any other person by merger, operation of law, or otherwise. We may assign this Agreement and our obligations hereunder. Subject to the foregoing, this Agreement will bind and inure to the benefit of you and us and our respective agents, heirs, representatives, successors, and assigns.
- c) No failure or delay by either you or us in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- d) The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- e) If any provision of this Agreement shall be found by any duly appointed arbitrator, court, or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions herein, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- f) You hereby represent, warrant, and certify to us that any Cryptocurrency or FIAT Currency used by you in connection with the Services are either owned by you or that you are validly authorized to carry out transactions using such Cryptocurrency or FIAT Currency.
- g) You must pay all our expenses in recovering any amounts you owe us, including legal fees, collection fees, and tracing fees.
- h) The Site, Services, and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), and all copyright, trademarks and other intellectual property rights therein thereto, are owned by the Trustee, its licensors, or other providers of such material. You agree that you acquire no rights therein or thereto. Although certain contents of the Site are freely downloadable for personal, non-commercial transitory viewing, they may not be reproduced in whole or in part or otherwise made available without the prior written consent of the Trustee.
- i) VBranch, the VBranch logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Trustee or its affiliates or licensors. You must not use such marks without the prior written permission of VBranch. All other names, logos, product and service names, designs, and slogans on the Site are the trademarks of their respective owners.

- j) This Agreement and the Privacy Policy constitute the sole and entire agreement between you and the Trustee with respect to the Site and the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site and Services.
- k) This Agreement is governed by the laws of Hong Kong.
- l) Any cause or claim or claim which may arise out of or in relation to the present agreement must be commenced within one year after such cause of action occurs; otherwise, such cause of action or claim is permanently barred.
- m) Nothing herein contained shall preclude any of the parties to this Agreement from approaching any court of competent jurisdiction for an interdict or for relief on an urgent basis.

23) DEFINITIONS The following definitions relate to this Agreement:

- a) "Account" means the Trust Account you create by providing certain information and registering with VBranch Trust under this Agreement, which will include at a minimum VBranch Cash Account and a VBranch wallet account.
- b) "AUA" Means Assets under Administration under the Trust.
- c) "AUA Fee" is a fee, initially set at 1.5% or 150 basis points per annum, charged Quarterly in advance, at the exclusive discretion of the Trustee payable in Hong Kong Dollars or United States Dollars at the discretion of the Trustee and as set out in the "Fee Schedule" from time to time.
- d) "Cryptocurrency" means the electronic currency-denominated Cryptocurrency that you transfer to VBranch for exchange into FIAT Currency through the Service.
- e) "VBranch System" means the proprietary service which is marketed, managed and operated by VBranch.
- f) "Charges" means the fees and taxes deducted from your MT Standard Trust when you complete an Exchange Transaction or a Purchase Transaction. Charges are posted on the Site and may be changed from time to time without notice; provided, however, that you will be advised of the Charges applicable to each Transaction. Your approval of Transfer Instructions indicates your acknowledgement of and consent to the Charges applicable to such Transaction.

- g) "Customer" means you and every other person in whose name a MT Standard Trust for the Service is registered.
- h) "Designated Payee" means the person who is designated by Client to be the recipient of FIAT Currency through the Service.
- i) "Exchange Bank" means a bank or other institution that credits FIAT Currency to the Payee Account designated by you through the Service.
- j) "Exchange Period" means the time for which the Exchange Rate is guaranteed to remain the same.
- k) "Exchange Rate" means the rate at which Cryptocurrency is exchanged for FIAT Currency and FIAT Currency is exchanged for Cryptocurrency, valid for an Exchange Period. We will agree with you on the Exchange Rate for each Transaction. Your approval of Transfer Instructions indicates your acknowledgement of and consent to the Exchange Rate applicable to such Transaction.
- l) "Exchange Transaction" means the transfer of a specified quantity of Cryptocurrency from Customer to VBranch and the corresponding transfer to a designated Payee Account of an amount of FIAT Currency calculated by multiplying the quantity of Cryptocurrency less the Charges by the applicable Exchange Rate, under the terms and conditions hereof.
- m) Fee Schedule is the Schedule of fees to be published on the Trustee's Website or the Trustee website and updated at the unilateral discretion of the Trustee, from time to time.
- n) "Malware" means any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- o) "FIAT Currency" means the FIAT Currency declared by the government of the designated nation to be legal tender.
- p) "Payee Account" means the account designated by Customer for the receipt of FIAT Currency in an Exchange Transaction.
- q) "Payor Account" means the account designated by Customer for the receipt of Cryptocurrency in a Purchase Transaction.

- r) "Purchase Transaction" means the transfer of a specified quantity of FIAT Currency from Customer to VBranch and the corresponding transfer to a designated Payee Account of an amount of Cryptocurrency calculated by multiplying the quantity of FIAT Currency less the Charges by the applicable Exchange Rate, under the terms and conditions hereof.
- s) "Service" means the service provided by the Trustee for the exchange of Cryptocurrency and FIAT Currency on the terms and conditions of this Agreement
- t) "Site" refers to the website(s) through which the Trustee conducts business, including [www.VBranch.co](http://www.VBranch.co) and such other URLs as the Trustee may designate from time to time for use with the Service.
- u) "Transaction" means an Exchange Transaction or a Purchase Transaction.
- v) "Transfer Instructions" means instructions given by Customer through the Service for the transfer of Cryptocurrency as provided herein.